



Nutrien Ag Solutions Equine Product Disclosure Statement and Policy Wording

1 July 2024



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Product Disclosure Statement

This Booklet is Important

Preparation date: 01/July/24.

This Product Disclosure Statement ("PDS") contains two parts:

- Important Information – contains general information about your insurance; and
- Policy Wording – contains terms and conditions of your insurance.

Please read this PDS before applying for insurance. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your insurance, please contact your broker.

Important Information: The Purpose of This PDS

This PDS has been prepared to assist you in understanding your insurance and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the insurance. The insurance terms and conditions are set out in this PDS under the heading 'POLICY WORDING'.

To determine if this insurance is appropriate for you, it is important that you read this PDS and Policy Wording carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that we are providing. If you do not fully understand anything which is in this insurance, please contact us and we will clarify the situation.

The insurance provides some covers which may be provided to you as a retail client under the Corporations Act 2001 (Cth) ("the Act") depending on your circumstances. Only the parts of this insurance relevant to cover provided to you as a retail client and any other documents we tell you are included, make up the PDS for the purposes of the Act.

Regulatory Information

- a) AXA XL Underwriting Agencies Limited is the managing agent of Syndicate 2003 at Lloyd's.

AXA XL Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at "<http://www.fca.org.uk>" www.fca.org.uk
Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England - Company Number 1815126

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Lloyd's underwriters are authorised for general insurance business in Australia by APRA.

<https://www.apra.gov.au/register-general-insurance>

- b) Victor Insurance Australia Pty Ltd is acting as the administrator under this policy.

Victor Insurance Australia Pty Ltd ("Victor Insurance Australia") is an underwriting agency and an Authorised Representative (Number 1276980) of Marsh & McLennan Agency Pty Ltd (ABN 33 000 668 584, AFS Licence Number. 238984). Victor Insurance Australia is a subsidiary of Marsh, which is a business of Marsh McLennan.

Registered Address: One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000

Who is The Insurer?

In this PDS, the insurer is also referred to as "we", "us", or "our".

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the Insurance Act 1973 (Cth).

Details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable are set out in the table of Syndicates shown in the schedule. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Insurer's Contact Details

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603, Level 16, 1 Macquarie Place, Sydney NSW 2000

Electronic Communication

We may communicate with you electronically via email, text or SMS at the contact details you have provided to us.

Binding Authority

This insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

Victor Insurance Australia

Victor Insurance Australia Pty Ltd ABN 83 161 243 198 ("Victor Insurance Australia") is an underwriting agency and Authorised Representative (No. 1276890) of Marsh & McLennan Agency Pty Ltd (ABN 33 000 668 584, AFS Licence No. 238984). Victor Insurance Australia is a subsidiary of Marsh, which is a business of Marsh McLennan.

Victor Insurance Australia manage and settle claims for these policies on behalf of the insurance companies. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager.

They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. All commissions and fees include GST and are incorporated within the cost of the product.

Your Insurance

Your insurance is a contract of insurance between you and us. Your insurance includes information on the following:

- when you are insured;
- what you are covered for;
- what your insurance does not cover;
- how we pay claims.

When You Are Insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

Applying for Cover

When you apply for this insurance, you will need to complete a proposal form. We will use and rely on the information supplied by you to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document and any schedule issued to you.

The schedule will contain important information relevant to your insurance including:

- the period of insurance,
- your premium,
- details of your horse(s),
- the deductible that will apply to you and others and
- whether any standard terms have been varied by way of endorsement.

All of these make up your insurance with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of horse(s) you insure.

Before expiry, we will send you a renewal notice which tells you whether we will renew and on what terms.

Summary of Cover and Other Significant Matters

By way of summary, the principal covers available are:

Section 1 – Death of an Insured Horse

Death or humane destruction of the horse caused by any accident, injury, illness or disease, up to the sum(s) insured, during the period of insurance. Cover is provided Australia-wide including whilst in transit within Australia.

Also, for annual policies only, death or humane destruction of the horse caused by any accident, injury, illness or disease, up to the sum(s) insured occurring within ninety (90) days after expiry of the period of insurance, provided that you have notified your broker during the period of insurance of such accident, injury, illness or disease.

Section 2 – Theft

Theft of the horse, or death or humane destruction of the horse directly resulting from theft of the horse, occurring during the period of insurance, up to the sum(s) insured.

Significant Risks

You need to make sure that the cover provided by this insurance is appropriate for your requirements. We only provide cover up to the amount(s) and the limit(s) and sum(s) insured shown in your schedule, subject to the policy terms, conditions and exclusions.

A deductible may apply when you make a claim. A deductible is the first part of a claim you must pay and will apply each time a successful claim is made. When a deductible applies, we will not reduce the amount we pay for a claim by the amount of the deductible but will pay in excess to it. Any deductible that applies will be shown in your schedule.

We only cover your interest in the insured horse(s) unless we specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances, including:

- where an exclusion applies (refer to each insured section for full details of when cover is NOT provided, these can be found under the heading "What is Not Covered" of each insured section;
- if you do not comply with the terms and conditions of your policy;
- if you do not comply with your duty to take care not to make a misrepresentation or make a misrepresentation; or
- if you make a fraudulent claim.

We may also cancel your insurance in certain circumstances permitted by law, e.g. if you fail to comply with a condition or breach your duty to take care not to make a misrepresentation.

Cost of The Insurance

The insurance provided is subject to your payment of the premium we require by the agreed time. In order to calculate your premium we take various factors into consideration, including:

- the type of cover requested;
- the sum(s) insured; and Your previous insurance and claims history.

Your premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your insurance. We will tell you when you apply what premium is payable, when it needs to be paid and how it can be paid. If you buy this insurance, the amounts due will be clearly set out in your schedule.

Your Duty to take care not to make a misrepresentation

When we agree to insure you, or to renew, extend, reinstate or vary your contract of insurance, our decision is based upon the accuracy and completeness of the information you provide to us.

Before entering into a contract of insurance with us, or renewing, extending, reinstating or varying your contract of insurance with us, you have a duty to take all reasonable care not to make a misrepresentation to us that may affect our decision to insure you and on what terms. You have that duty after proposal, and up until the time we agree to insure you. This means you have an obligation to take reasonable care to be honest, accurate and complete in the answers to the questions we ask you. In doing so, you also need to make sure you provide answers for anyone else to whom the questions apply. If you do not tell us about a change to something you have previously told us, we will take this to mean that there is no change.

If there has been a breach of this duty, we may reduce or deny a claim made by you or anyone else insured under your insurance or cancel your insurance altogether. If your failure is fraudulent, we may refuse to pay a claim and treat this insurance as if it never existed.

We never want to have to do that, so you must answer the questions we ask you honestly, completely and accurately whenever we interact with you in relation to your insurance.

If you are unsure about any questions we ask you, or any answers you wish to give, please tell us.

Cooling Off Period and Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance,

whichever is the later.

If this insurance is cancelled by you or us, provided you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for any time for which you have been covered and any applicable fee to cover our administration costs. This will be calculated on a proportional basis. For example, if your period of insurance is twelve (12) months and you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside the cooling off period, there will be a minimum charge of 30% of the premium or the pro rata premium from date of cancellation until expiry, whichever is greater, to cover the cost of providing this insurance.

Any additional premium due to us during the period of insurance for additional risks will be retained by us in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any horse covered under this insurance, whether by settlement, compromise or otherwise, no return of premium will be made.

Cancellation of this insurance by us does not affect the treatment of any claim arising under this insurance in the period before cancellation.

How to Make a Claim

Any claim (death, injury, illness of the horse) or circumstances that may lead to the claim should be reported to your broker as soon as reasonably practicable.

Before we pay any claim, we require evidence of your ownership of any horse insured under the policy and the evidence as to the extent of loss or damage. Please ensure that, where possible, you keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

General Insurance Code of Practice ("Code")

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. We are a signatory to the Code. Further information about the Code and Your rights under it can be found at www.codeofpractice.com.au and upon request.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au."

How to Provide Feedback or Resolve a Complaint or Dispute

Your Feedback

We value your feedback. Whether it's a compliment or a complaint, we are continuously seeking to learn from your experience and enhance our service. Similarly, if you have any suggestions or general feedback about our products, policies and procedures and what we could do better, we would like to hear from you.

How to Make a Complaint

There are established procedures for dealing with complaints and disputes regarding your policy or claim. You may be able to take advantage of the complaints service.

How We Handle Complaints

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution Procedure. Please contact your insurance broker, or the administrator handling your claim in the first instance.

Administrator: Victor Insurance Australia Pty Ltd

Address: One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000

ABN: 83 161 243 198

Email: complaints.australia@marsh.com

Telephone: (03) 9603 2338

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

1. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

- who has authority to accept service on the Underwriters' behalf;
3. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this policy notice should be given as soon as practicable to:

claims@victorinsurance.com

Telephone: 1300 179 965

Privacy

We are committed to safeguarding and protecting your privacy. We are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

If you wish to access or correct your personal information, or wish to raise any concerns as to how we handle your personal information, please write to please write to Victor Insurance Australia Pty Ltd via email

underwriting@victorinsurance.com or <https://www.lloyds.com>].

Full details of the privacy policy for Marsh Group companies can be found on

<https://www.marsh.com/au/privacy-notice.html>

For more information about how your insurer uses your personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com/> or in other formats on request.

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your advisor do not already have the required insurance confirmation details.

Updating this Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the insurance, we will provide you with a new PDS or a Supplementary PDS.

POLICY WORDING

A. Your Insurance Contract

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in this policy, for the death or humane destruction of an insured horse caused by any accident, injury, illness or disease happening during the period of insurance.

We also agree to insure you against theft of your horse.

B. Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident or Accidental

means a sudden, unexpected, unintended and specific event which occurs at an identifiable time and place and which occurs during the period of insurance.

After-care

means Veterinary Treatment to Your Horse arising from Emergency Life Saving Surgery while Your Horse is kept at the premises where the Emergency Life Saving Surgery was performed.

Claiming race / claiming races

means any claiming, selling, auction, combination or other type of race in which the ownership interest of the horse can change.

Complementary treatment

means Acupuncture, Chiropractic Manipulation, laser treatment, Electrotherapy, Electromagnetic Therapy, Herbal Medicine, Hydrotherapy, Magnetic Treatment, Nutraceuticals, Osteopathy, Physiotherapy, Massage/Bodywork and any veterinary treatment associated with or required for the treatments listed above. Livery or transport associated with or required for those treatments.

Deductible

means the monetary amount to be paid by you in the event of a loss or losses covered by this policy before any claim is payable by us. A deductible does not reduce the sum insured under this policy when applied. The amount of any deductible amount is shown in your schedule where it applies.

Endorsement

means a change in the terms and conditions of this insurance agreed by you and us. Endorsements which apply to your insurance (if any) will be shown in the schedule and detailed at the end of this document.

Fair market value

means the price at which ownership of the horse would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the horse and current market conditions (see "Changes in Fair market value" section).

Horse / horse(s) / horses

means any horse or horses shown in the schedule that you either own outright or you have a financial interest in.

Humane destruction

means the destruction of the horse by a veterinary surgeon, where the horse suffers an injury or is afflicted with an excessively painful disease and the suffering of the horse is incurable and so excessive that immediate destruction is necessary for humane reasons.

Please note that conditions apply in the event of humane destruction; please see the "How to Make a Claim" section.

Impotent

means the failure of the stallion to achieve intromission.

Infertile

means sterile.

Injury

means sudden physical injury caused immediately by an accident, not any physical injury that happens gradually over a period of time.

Medication

means any drug, hormone, vitamin, protein or other substance for use on the horse under the direction of a veterinary surgeon, other than unadulterated food or drink.

Period of insurance

means the time for which this insurance is in place as shown in the schedule, or as amended subsequently by endorsement.

Policy

means this document, the schedule, and any other document which is agreed to form part of the policy such as endorsements.

Post-mortem

means the examination of the horse after its death and preparation of a written report. The report must include a necropsy examination, made by a veterinary surgeon including, establishing the identity, the cause of death or the reason for the humane destruction of the horse.

Pre-existing conditions

means any accident, illness, sickness or disease or physical condition which was first present and or diagnosed before this policy inception, any accident, illness, sickness or disease that was subject of a previous claim under this policy, such accident, illness, sickness or disease will include but is not limited to;

- a) Any form of arthritis including but not limited to degenerative joint disease, bone spavin
- b) Any colic episodes where previous colic surgery has been performed
- c) Sarcoid and melanomas
- d) Tendon or ligament sprains, strains, tears or ruptures occurring in the same or opposite limb
- e) Lameness associated with structures within the foot reoccurring in the same or opposite limb.

Premium

means the amount you must pay for this insurance as shown in the schedule and/or any endorsements.

Schedule

means the document showing your name, horse(s) insured and the sums insured, and the period of insurance.

Serving mares

means achieving intromission.

Stallion

means whole or part interest of the stallion or stallions specifically listed in the schedule for coverage under this endorsement.

Sum(s) insured

means the maximum amount we will pay you as shown in the schedule.

Terrorist activity

means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to:

- actual harm to you;
- damage to your horse or other property;
- use of any application, software or programme in connection with any electronic equipment (for example a computer, laptop, smartphone, tablet or internet capable electronic device) or computer virus.

Veterinary surgeon

means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice equine veterinary medicine.

Veterinary treatment

means consultation, advice, examination, test, scan, medication, and/or surgery required to treat Your horse for an injury as a result of an accident, an illness or disease provided by a veterinary surgeon including nursing by a veterinary nurse or other member of the veterinary practice under the veterinary surgeon's supervision excluding complementary treatment, Livery or Transport.

We / us / our / insurer

Certain Underwriters at Lloyd's in respect of Syndicate 2003.

You / your / insured

means the person(s), partnership, trust, corporation or organisation stated as the "Insured" in the schedule.

Your broker

means the insurance broker or intermediary who arranged this insurance on your behalf.

C. Policy Conditions

Making a claim

If you want to make a claim under this insurance please:

- a) Contact your broker in the first instance to see what assistance they can provide.
- b) Make sure you read and comply with the "How to Make a Claim" section. If you don't, we may be able to refuse to pay or reduce a claim you make and/or cancel this insurance, or treat it as if it never existed, subject to relevant law.

Assumed liability and waived rights

If you have entered into an agreement with another party it may adversely affect your rights to cover under this insurance:

- a) Where you have agreed to a larger liability than would apply had you not entered into that agreement; or
- b) Where the agreement means that you are prevented from making a full recovery from that party.

See "When We Can Refuse to Pay or Reduce the Amount Paid Under a Claim" for further information.

Third party interests

You and we are the only parties to this insurance; no insurance is provided in relation to the interest of any persons not shown in the schedule as being entitled to benefit under this insurance.

Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Insurance Contracts Act 1984 (Cth).

Any person entitled to any benefit under this insurance:

- a) Has, in relation to their claim, the same obligations to us as they would have if they were you; and
- b) May discharge your obligations in relation to any loss.

We also have the same defences to an action by such persons or companies or other entities as we would have in an action by you, including, but not limited to, defences relating to conduct (whether the conduct occurred before or after the contract was entered into).

When we can refuse to pay or reduce the amount paid under a claim

- a) We may refuse to pay or reduce the amount paid under a claim to the extent permitted by law.
- b) The situations in which we may refuse to pay or reduce the amount paid under a claim under this insurance include (but are not limited to):
 - i. When you apply for cover (this includes new business, variations and renewals) and you do not comply with your obligations regarding pre contractual disclosures and representations to us under the Insurance Contracts Act 1984 (Cth) (including where applicable the Duty to take care not to make a misrepresentation);
 - ii. If you do not comply with or meet a term of this insurance – See “If You Do Not Comply With or Meet any Policy Term” section for more detail;
 - iii. You make a fraudulent claim – See “Fraudulent Claims” section;
 - iv. Where you have not acted, or are not acting, in accordance with your duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See “Duty of Utmost Good Faith” section;

The effect of other insurance:

If at the time of death or humane destruction of the horse you have any other insurance in force in respect of the horse (whether or not such insurance is valid or collectable) then we will not pay any claim unless we have acknowledged (in writing) the other insurance.

If we have acknowledged the other insurance, then subject to the provisions of the Insurance Contracts Act 1984, We reserve the right to seek contribution from such other insurer(s).

The amount of any claim entitlement can also be affected and/or reduced by any limits (including any time limits) that apply. This policy sets out the relevant limits and when they apply to a claim.

If you do not comply with or meet any policy term

We will only rely on any rights we have regarding the operation of or breach of a term of this policy to the extent permitted by law (including our right to refuse or reduce a claim noted above). You need to seek your own advice regarding all relevant legal rights you may have.

Some terms in this insurance allow us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after the policy was entered into (including variations or renewals). Subject to our rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where this insurance allows us to refuse to pay or reduce a claim (in whole or part) by reason of an act by you or some other person that occurred after this insurance was entered into, we will exercise our rights under this insurance as explained below (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an “act” by you or some other person includes an omission and an act or omission that has the effect of altering the state or condition of the subject-matter of this insurance or of allowing the state or condition of that subject-matter to alter.

How we exercise our rights where section 54 applies (unless there is a fraudulent claim):

Where:

- a) The act was necessary to protect the safety of a person or to preserve property;
- b) It was not reasonably possible for you or the other person not to do the act; or
- c) You prove that no part of the loss that gave rise to the claim was caused by the act,

we will not refuse to pay or reduce the claim by reason only of that act.

Where the act:

- a) Could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this policy; or
- b) Could reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this policy but you prove that some part of the loss that gave rise to the claim was not caused by the act, we may not refuse to pay the claim, so far as it concerns that part of the loss but,

we can reduce our liability in respect of the claim by an amount that fairly represents the extent to which our interests were prejudiced as a result of that act.

Where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this insurance, we may refuse to pay the claim.

Fraudulent claims

In all cases, where a claim is made fraudulently under:

- a) This policy; or
- b) The Insurance Contracts Act 1984 (Cth) against us by a person other than you,

we may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order us to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances (refer to the Insurance Contracts Act 1984 (Cth) for full details).

Some terms allow us to refuse or reduce a claim because of pre-existing defects or imperfections in a horse existing before this insurance was entered into.

Where: a claim is made in respect of a loss that occurred as a result, in whole or in part, of

- a) a defect or imperfection of the horse; and
- b) at the time when the contract was entered into you were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

we may not rely on any provision included in this insurance that has the effect of limiting or excluding our liability under this insurance by reference to the condition, at a time before this insurance was entered into (refer to the Insurance Contracts Act 1984 (Cth) for full details).

Duty of utmost good faith

Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to this insurance to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.

Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the policy on a provision of the policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

Refer to the *Insurance Contracts Act 1984* (Cth) for full details.

Health of Covered Horse(s)

- a) At the start of the period of insurance:
 - i. you must have confirmed that the horse is in sound health and free from any illness, disease, lameness, injury, disability or physical abnormality whatsoever; or
 - ii. you must have told us about any illness, disease, lameness, injury, disability or physical abnormality whatsoever affecting the horse and any such disclosure will be reviewed by us before cover is confirmed in writing.

You must also comply with either i. or ii. above before any changes are made to this insurance, for example:

- any increase in sum insured on the horse; and/or
 - any horse added to this insurance; and/or
 - any other extension of or addition to this insurance.
- b) If you submit a Veterinary Certificate or a Declaration of Health you must also comply with this Condition by telling us about the health of the horse. However, if we accept a Veterinary Certificate or a Declaration of Health then the burden is on us to prove that the horse was not in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever at the start of the period of insurance for the horse.

- c) You must at all times provide proper care and attention for the horse and take reasonable steps to avoid or minimise any loss covered under this insurance.
- d) In the event of any accident, illness, disease, lameness, injury, or physical disability suffered by the horse, you must as soon as reasonably practicable and at your own expense employ a veterinary surgeon and, if required by us, allow removal of the horse for treatment. You must also as soon as reasonably practicable notify your broker. Your broker may also instruct a veterinary surgeon on our behalf if deemed necessary.
- e) You must be the sole owner of the horse or have a financial interest in the horse. This insurance will cease to cover the horse immediately if you sell or part with any financial interest in the horse, whether temporarily or permanently. For the purpose of this clause the term "sole owner" extends to include you acting as authorised agent for one or more owners of the horse or stated interest in the schedule.
- f) For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale, up to a maximum of ten (10) days following the day of the auction. If you own a part-share of a horse, any claims payment will be limited to a maximum of your financial interest.
- g) The horse must remain within the Geographical Limits stated in the schedule during the period of insurance.
- h) You must notify your broker in the event of the horse being operated upon for castration or spaying, prior to the day of such procedure.

We shall have no liability under this policy in respect of the death or humane destruction of any horse which results from your failure to comply with requirements a) to h) above, unless the You show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Notifying Us of Any Changes

You must notify your broker as soon as reasonably practicable if you become aware of any changes in the information you have provided to us at any time before or during any period of insurance. All notifications must be made in writing, by email, or by telephone.

Changes to the information you have provided could result in you having to pay an additional premium or in us amending the terms of this policy.

If you want to increase the sum insured on the horse; add a horse to this insurance or extend/add to this policy, you must:

- a) confirm that the horse is in sound health and free from any illness, disease, disability or physical abnormality whatsoever; or
- b) tell us about any illness, disease, disability or physical abnormality whatsoever affecting the horse and any such disclosure will be reviewed by us before we agree to make any changes to this insurance.

Any changes to this policy will be confirmed by us in writing.

Changes in Fair market value

You should review the sum insured as shown in the schedule on a regular basis to ensure it accurately reflects the fair market value of the horse.

You must notify your broker as soon as reasonably practicable of any change in the fair market value of the horse. This includes, for example, changes in fair market value as a result of public auctions, claiming races, or castration.

If at any time during the period of insurance the horse is:

- a) entered or raced in any claiming race in which your financial interest in the horse could have been claimed or sold at a price that is less than the sum insured shown in the schedule, then the sum insured shall automatically be reduced to the lowest amount for which your financial interest in the horse could have been claimed or sold in such race; or
- b) entered but not sold in a public or private auction and the sum insured for the horse exceeds the highest amount bid in such auction for your financial interest in the horse, then the sum insured shown in the schedule shall automatically be reduced upon the conclusion of the auction to the highest amount bid for your financial interest in the horse; or
- c) entered in a public or private auction and the terms of the contract of sale are not satisfied and/or the sale is not completed, then the sum insured shown in the schedule shall be amended to not exceed the fair market value at the time of the auction, taking into account any defects (physical or otherwise) in the horse that prevented completion of the sale.

If the sum insured shown in the schedule is reduced for one of the above reasons, you may be entitled to a return of some of your premium. If so, we will calculate the new daily cost of providing the reduced amount of cover you require for the remainder of the period of insurance and we will refund any savings to you.

Cancelling This Insurance

You can cancel this insurance at any time by notifying your broker.

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
 - the start of the period of insurance,
- whichever is the later.

If this insurance is cancelled by you or us, provided you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for any time for which you have been covered and any applicable fee to cover our administration costs. This will be calculated on a proportional basis subject to the provision below. For example, if your period of insurance is twelve (12) months and you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside the cooling off period, there will be a minimum charge of 30% of the premium or the pro rata premium from date of cancellation until expiry, whichever is greater, to cover the cost of providing this insurance.

Any additional premium due to us during the period of insurance for additional risks will be retained by us in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any horse covered under this insurance, whether by settlement, compromise or otherwise, no return of premium will be made.

We can cancel this insurance by giving you fourteen (14) days' notice in writing, pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth). We will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium
- A change in risk occurring which means that we can no longer provide you with insurance cover

Cancellation of this insurance by us does not affect the treatment of any claim arising under this insurance in the period before cancellation.

Choice of Law and Jurisdiction

In accepting this Insurance, we agree that:

- a) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 1603

Level 16

1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- b) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court. In the event of a claim arising under this policy as soon as reasonably practicable notice should be given to either your Lloyd's insurance intermediary or to the administrator handling your claim.

D. Death of the Insured Horse

What is Covered

In the event of the death of the horse or its humane destruction we will pay you the fair market value of the horse up to the sum insured stated in the schedule, provided that the death or humane destruction:

- a) is caused by any accident, injury, illness or disease; and
- b) occurs during the period of insurance; or for annual policies only, within ninety (90) days after expiry of the period of insurance provided that you have notified your broker during the period of insurance of such accident, injury, illness or disease. (See "Things You Must Do" in the "How to Make a Claim" section).

What is Not Covered

We will not pay for:

- a) death, intentional slaughter or humane destruction of the horse in any way caused by or resulting from an outbreak or suspected outbreak of a disease where the horse becomes subject to a government or public or local authority quarantine and/or restriction order relating to that disease.
- b) intentional slaughter of the horse.

However, we will pay:

- i. where we have expressly agreed to the destruction of the horse; or
 - ii. in the case of humane destruction other than where the horse is subject to a government or public or local authority quarantine and/or restriction order as described in i. above; or
 - iii. where the horse is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time. However, we will only pay if it is later confirmed by a sworn statement by that person that in their opinion the horse was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
- c) death or humane destruction in any way caused by or resulting from one or more of the following:
 - i. any surgical operation unless conducted by a veterinary surgeon and certified by them to have been required due to an accident, injury, illness or disease occurring during the period of insurance and carried out in an emergency attempt to save the horse's life;
 - ii. the giving of any medication unless by a veterinary surgeon (or experienced personnel directed by him/her) and certified by that veterinary surgeon to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the period of insurance;
 - iii. malicious or wilful injury or criminal or intentional acts or omissions by you;
 - iv. failure by you to provide proper care and attention for the horse, or failure by you to take reasonable steps to avoid or minimise any loss;
 - v. use of the horse for a purpose other than that stated in the schedule.

E. Theft of the Insured Horse

What is Covered

Subject to all of the terms and conditions of this policy and the additional important conditions below, following:

- a) theft of the horse; or
 - b) death or humane destruction of the horse directly resulting from theft of the horse
- which occurs during the period of insurance, we will pay you the fair market value of the horse at the time of the theft up to the sum insured stated in the schedule.

What is Not Covered

We will not pay for any loss in any way:

- a) arising from unexplained disappearance, escape or voluntary parting of possession of or title to the horse as a result of you being induced by fraud, trickery or similar false pretences; or
- b) relating to any embryo within a mare or for any of her foals unless the embryo or foal is listed separately in the schedule.

Additional Conditions

We will not pay for any loss of the horse by theft until ninety (90) days after the incident is reported to us and we will only pay if the horse has not been recovered during that period.

In the event we make any payment under this additional coverage, we reserve the right to take title and possession of the horse if it is subsequently recovered.

If you pay or promise to pay a ransom or give similar assurances of any such nature to any third party this policy, in its entirety and with respect to all horses stated in the schedule, will be cancelled.

If any of the following important conditions are breached, we may not pay your claim or we may cancel your insurance:

- a. In the 12 months prior to the period of insurance there must have been:
 - i. no theft or attempted theft of the horse or any other horse at the property where the horse is kept, or
 - ii. no threat made against you or the horse.
- b) You must as soon as reasonably practicable report the theft of the horse to us and to the local Police, obtain an incident number and follow their recommendations.

F. Optional Extensions:

The following optional extensions are only included if they are shown as "Included" in your schedule.

1. Life Saving Surgical Fees Extension including Snake Bite Treatment

This extension is subject otherwise to the terms, exclusions and conditions of this policy.

What is covered

We will:

- a) reimburse you for reasonable and customary fees for emergency general anaesthetic surgical procedures to save the life of the horse, and
 - b) pay for reasonable and customary after care while the horse is kept on the premises where such life saving surgery is performed subject always to the total amount payable under this extension in respect of the horse not exceeding the sum insured shown in your schedule under Optional Extension 1, or the fair market value of the horse at the time of life saving surgical procedure (up to but not exceeding the sum insured specified for the horse in the schedule) whichever sum is the lesser, and,
 - c) veterinary treatment up to the sum insured shown against this extension in your schedule, to save the life of the horse as a result of a snake bite as diagnosed by a veterinary surgeon
- up to but not exceeding in all in the period of insurance the sum insured specified in the schedule and subject to the respective deductible as shown in your schedule for this extension.

What is not covered:

We will not pay for:

- a) any surgery not performed by a veterinary surgeon in a school of veterinary medicine or surgical clinic.
- b) Conditions existing, diagnosed or treated prior to the commencement of coverage under this policy.
- c) Any examination, medical treatment or medication unless it is given in conjunction with the insured surgical procedure being claimed or a confirmed snake bite diagnosed by a veterinary surgeon.
- d) Operations not performed under general anaesthesia.
- e) Any elective or voluntary surgical procedure.
- f) Any after care costs in excess of 50% of the total cost of surgery.
- g) Any after care costs after 15 days from time of surgery.
- h) Death benefits.
- i) Post-mortem surgical operations.
- j) any surgical procedures rendered necessary by or contributed to by illness or disease.

Additional Conditions applicable to this extension

The following are Additional Conditions under this Extension:

- a) You shall provide us within 21 days, or within a reasonable time agreed with us, a report signed by the treating veterinary surgeon describing the surgery performed and describing the condition of the horse.
- b) You shall also provide to us copies of all invoices for which the claim is made.

2. Stallion Permanent Total Disability Extension

This extension is subject otherwise to the terms, exclusions and conditions of this policy.

What is covered

Subject to all of the terms and conditions of the insurance to which this endorsement relates and subject to the additional important conditions below, it is agreed that this insurance is extended to provide cover in the event of the stallion becoming, during the period of insurance, totally and permanently:

- a) impotent; or
 - b) infertile; or
 - c) incapable of serving mares,
- as a result of an accident, injury, illness or disease first occurring and first manifesting itself and reported during the period of insurance.

This cover is limited to the fair market value of the stallion immediately prior to the accident occurring or first manifestation of the injury, illness or disease giving rise to the loss, but shall not exceed the sum insured specified in the schedule.

Any amount we pay will be in excess to the deductible shown in your schedule for this extension.

What is not covered

This extension does not provide cover for any loss arising from the death, theft or humane destruction of the stallion.

Additional Conditions applicable to this extension

- a) You must as soon as practicable notify your broker in accordance with the "How to make a claim" section of the policy, in the event of any indication of the stallion being or becoming impotent, infertile or incapable of serving mares.

How we deal with your claim

- a) Following notification in accordance with additional condition a) above, in the event that an accident, injury, illness or disease has not resulted in a permanent total disability until after the expiry date of this policy, claims shall be considered under this extension providing the permanent total disability as agreed by two veterinary surgeons, one appointed by you and one appointed by us, arose within 12 (twelve) months from the date of first occurrence or manifestation of the accident, injury, illness or disease.
- b) In the event of any uncertainty or dispute as to whether such accident, injury, illness or disease, has caused the stallion to be totally and permanently impotent, totally and permanently infertile or totally and permanently incapable of serving mares, if you and we agree, the uncertainty or dispute can be referred to a panel of three veterinary surgeons. Two veterinary surgeons shall be appointed, one by you and one by us, and a third shall be mutually agreed upon by the two appointed veterinary surgeons. The decision of this panel is binding on us, but not binding on you. The fees of the appointed veterinary surgeons shall be paid by the party making the appointment, and the fee of the mutually agreed veterinary surgeon shall be apportioned equally between you and us.
- c)

- i. In the event of a claim for 100% interest in the stallion, we have the right to take undisputed ownership of the stallion. Failure or inability to deliver undisputed ownership of the stallion live to us as salvage will void this extension and we will not pay any related claim.
- ii. In the event of a claim for less than 100% of each and every one of the shares in the stallion, or for less than 100% ownership interest in the stallion if not syndicated, we have the right to take undisputed title to and possession of any interest in the stallion for which claims have been made. Payment of a claim under this extension entitles us to all rights under the Syndicate, Partnership, Joint Ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the stallion for which claims have been made will void this extension and we will not pay any related claim.

G. Exclusions applicable to the entire policy.

We will not pay any claims under this policy or its extensions for any losses arising from the following.

We will not pay for:

- a) death or humane destruction in any way caused by or resulting from one or more of the following:
 - i. nuclear reaction, nuclear radiation or radioactive contamination;
 - ii. any chemical, biological, bio-chemical, or electromagnetic weapon;
 - iii. terrorist activity;
 - iv. confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter;
 - v. war, whether war be declared or not, hostilities or any act of war or civil war;
 - vi. the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data;
 - vii.
 - 1) Coronavirus disease (COVID-19);
 - 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - 3) any mutation or variation of SARS-CoV-2;
 - 4) any fear or threat of vii.1) to vii.2) or vii.3) above; or
 - 5) Avian Influenza virus or any mutation or variation of an Avian Influenza virus.
- b) death or humane destruction in any way caused by or resulting from:
 - i. Hendra Virus unless you provide to us verification from a veterinary surgeon that the vaccination status of the horse is current and up to date against such virus in accordance with the vaccine manufacturers' recommendations; or
 - ii. any loss where an attending veterinary surgeon declined to treat the horse because of your failure to provide to the veterinary surgeon verification that the vaccination status of the horse is current and up to date against such virus in accordance with the recommendations of the vaccine manufacturer.
- c) Anti Tetanus

- i. caused by or contributed to by tetanus unless you are in possession of and can provide to us a current tetanus certificate;
- ii. death of any horse from anaphylactic shock as a direct result of vaccination against tetanus unless such vaccination has been administered by a Veterinary Surgeon or experienced veterinary personnel instructed by a Veterinary Surgeon

Sanctions

We shall not provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

H. How to Make a Claim

Things You Must Do

In the event of any accident, illness, disease, lameness, injury or physical disability whatsoever of or to a horse, you must as soon as reasonably practicable at your own expense employ a veterinary surgeon and, if required by us, allow removal of the horse for treatment. You must also as soon as reasonably practicable notify your broker. Your broker may also instruct a veterinary surgeon on our behalf if deemed necessary. If you fail to comply with any of the above requirements, we may not pay your claim, or it could affect the amount we pay.

- a) In the event of the death or humane destruction of a horse you must:
 - i. as soon as reasonably practicable, and at your own expense, arrange for a veterinary surgeon to confirm the identity of the horse and the cause of death (or in the case of humane destruction, the reason why humane destruction was necessary). In addition, a post-mortem will be required, unless we agree otherwise in writing. If a post-mortem is required, the cost must be met by you, unless we agree otherwise in writing.
 - ii. provide your broker with a detailed Claim Form and Release within sixty (60) days after the death or humane destruction of the horse, or as soon as reasonably practicable.
- b) You must at all times co-operate with us and our representatives in the investigation and adjustment of any actual or potential claim by:
 - i. providing as soon as reasonably practicable upon request by us or our representatives access to any person(s), copies and originals of all veterinary records whether held by you, or by veterinary surgeons, having care, custody or control of the horse; and
 - ii. providing as soon as reasonably practicable upon request by us or our representatives, information as may be reasonably necessary or reasonably required by us relating to information relating to the condition, history, performance, value or otherwise of the horse which we or our representatives may reasonably require; and
 - iii. preserving anything that might be useful by way of evidence in connection with a claim and retaining it until we or our representatives have inspected it.

Failure to cooperate with us could affect your claim, for example we may reduce the amount we pay as appropriate. After receiving permission from us, you will arrange for the removal and disposal of the remains of the horse at your own expense.

Humane destruction of a Horse

Before humane destruction, a veterinary surgeon must be appointed by us and must provide us with confirmation in advance that humane destruction is necessary because the suffering of the horse is excessive and incurable.

In some circumstances it may be necessary for you or someone acting on your behalf to appoint a veterinary surgeon to conduct humane destruction of the horse before you can notify us. We may accept confirmation from the veterinary surgeon after the event that humane destruction was necessary, but if we decide that this action did not meet the definition of humane destruction set out in this insurance we may not pay your claim.

Disputed fair market value

Where we have accepted in writing the validity of a claim but there remains a dispute between you and us as to the fair market value of the horse payable by us, then, you will have the option to follow the dispute resolution procedure below.

- 1) We will provide you with a list of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection, from which you are to appoint one person.
- 2) Within twenty-eight (28) days of notification by you to us of the appointment of the selected person, you and we will each submit to that person and to each other evidence and submissions on value. We and you will each then have a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the fair market value of the horse.
- 3) We agree unconditionally to accept the determination of the appointed person. However, you are under no obligation to accept the determination.
- 4) Should you accept the determination of the appointed person, we will pay you within twenty-one (21) days of the determination the amount decided by the appointed person. However, the amount we will pay will not exceed the sum insured stated in the schedule.
- 5) Should you not accept the determination of the appointed person, or should you decide not to exercise the option to follow the above resolution procedure, you still have the right to follow the complaints process outlined on page 6 of this policy.
- 6) The cost of the determination of the appointed person will be shared equally between you and us.
- 7) Should you accept the determination of the appointed person, we will deduct your share of the appointed person's fee from your claim payment.

Our Rights

We may take any action we consider necessary to enforce your rights or our rights under this insurance. If we make any payment under this insurance we will be entitled to all your rights and remedies against any party and will be allowed to sue in your name at our own expense.

You must provide all information and documents and give to us all such assistance as we may require to secure such rights and remedies.

Any sums or property received by you that are due to us must be held on trust for us and must as soon as possible be paid and/or delivered to us following receipt.

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