



Nutrien Ag Solutions Livestock in Transit

Master Policy Wording

1 July 2024



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1. Important Information

This Policy is a contract between the Master Policyholder and Us, administered by the Master Policy Administrator on Our behalf.

We will cover You, for the events detailed in this Policy, subject to the Policy terms, conditions and exclusions, during the Period of Insurance and Effective Time. In return You will pay to Us the premium due. We may also agree to insure You for further periods of time. When deciding whether We can insure You, and on what terms and at what price, We will use the information You have given Us, it's therefore important that this information is correct.

In this Policy certain words appear in bold and start with capital letters. These are "definitions" and will have the same meaning (as described under the Definitions section) wherever they appear throughout the Policy.

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Please keep this Policy in a safe place – You may need to refer to it if You need to make a claim.

1.1 About this insurance

To fully understand this Policy's significant cover, benefits, conditions and exclusions You must read:

- about the available types of cover and benefits;
- the "What is Not Covered" section - this will tell You what We won't cover You for;
- the "General Conditions" and "Claims Conditions" sections – these will tell You, what action We expect You to take, together with what action We expect the Master Policyholder to take, and what obligations We have under this Policy.

It's important to remember that if You or the Master Policyholder (where applicable) have not done what We have asked, and this results in a claim, contributes to a claim happening, or makes a claim more costly than it would otherwise have been, We may refuse to pay that claim or reduce the amount of that claim

1.2 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 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 Master Policy Administrator under this Policy.

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

Registered in Australia

Number: 83 161 243 198

Authorised and Regulated by Australia Securities and Investment Commission.

1.3 About the Cover

This Policy sets out the cover We have agreed to provide to You. Please read this Policy to ensure that the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, in the event of a claim You may find Yourself underinsured and We may ask You to pay part of the loss Yourself.

1.4 General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

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

1.5 What this Policy Consists of?

Your Policy is made up of:

- (a) this document;
- (b) the Schedule; and
- (c) Endorsements, if any.

These documents should be read as one document as together they form the contract of insurance between the Master Policyholder and Us. Any new or replacement Schedule We may send You, detailing changes to this insurance or the Period of Insurance or Effective Time, will become the Schedule, which You should carefully read and keep safe.

You should carefully read this Policy to ensure it meets Your needs and does not contain any mistakes. If You spot anything wrong, please get in touch with the Master Policy Administrator who arranged this Policy.

1.6 Disclosure

(a) Duty of Disclosure

For the purpose of the following paragraphs in this clause only "You" means both the Master Policyholder and You.

Before You enter into a contract of insurance, You have a duty under the Insurance Contract Act 1984 (Ch) (ICA) to disclose anything that You know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) 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 the We agree to insure You. You have the same duty before You renew, extend, vary or reinstate a contract of insurance.

You do not need to tell Us anything that:

- (i) Reduces the risk that is insured;
- (ii) Is common knowledge;
- (iii) We know or should know as an insurer; or
- (iv) We waive compliance with Your duty of disclosure

If You are uncertain about whether or not a particular matter should be disclosed to Us, please contact the Master Policy Administrator.

(b) Non-disclosure

If You fail to meet Your duty, We may cancel this Policy or reduce the amount that it is required to pay You if You make a claim, or both. If Your failure to disclose is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed.

1.7 Cancellation Provisions

(a) The Master's Policyholder's Right to Cancel

Master Policyholder may cancel the Policy anytime by notifying Us in writing. The cancellation will take effect on the day We receive such notice in writing. Any return of premium will be calculated at a proportional daily rate depending on how long the Policy has been in force unless You have made a claim in which case the full annual premium is due. There will be no return premium for cover for any transits that have already started.

(b) Our Right to Cancel

We may cancel this Policy, if there is valid reason to do so, for example:

- (i) You breach Your duty of utmost good faith.
- (ii) You breach Your disclosure obligations, You misrepresent the facts to Us or You fail to take reasonable care in disclosing information to Us in the case of consumer contracts
- (iii) You do not do what the Policy requires You to do.
- (iv) You make a fraudulent claim.

A Policy can also be cancelled if an act or omission occurs after the Policy has been issued in the following circumstances:

- (i) The Policy includes a provision that requires You to notify Us of a specified act or omission by You;
- (ii) The effect of the Policy is to authorise Us to refuse to pay a claim, either in whole or in part, by reason of an act or omission by You or by some other person;

by giving the Master Policyholder fourteen (14) days' notice in writing. Any return premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless You have made a claim in which case the full annual premium is due.

You have no cancellation rights under this Policy. However, You can opt out of the insurance cover by notifying the Master Policy Administrator at any time, but there will be no return premium for cover for any transits that have already started.

1.8 Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this Policy. Unless specifically agreed otherwise, this Policy will be governed by the laws of the Commonwealth of Australia.

The language of this Policy and all communications relating to it will be in English.

1.9 Service of Suit

In the event of a dispute arising under this Policy, this Policy will be subject to Australian law and practice and the We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia.

Any summons notice or process to be served upon Us 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 Our behalf.

If a suit is instituted against any one of the insurers all insurers hereon will abide by the final decision of such Court or any competent Appellate Court.

1.10 Fraudulent Claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any loss hereunder be the wilful act occasioned by You or with Your connivance, We without prejudice to any other right(s) You might have under this Policy, shall be entitled to refuse to pay such claim.

If this Policy provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made by or on behalf of a covered person, We may exercise Our rights set out above as if there were an individual insurance contract between Us and the covered person. However, the exercise of any of those rights will not affect the cover provided under this Policy for any other person.

1.11 Accessibility

Upon request Victor Insurance Australia Pty Ltd can provide Braille, audio or large print versions of the Policy and the associated documentation. If You require an alternative format You should contact the Master Policy Administrator through whom this Policy was arranged.

1.12 Fair Processing Notice

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 to 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 Victor Insurance Australia underwriting@victorinsurance.com

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.

1.13 Third Party Rights

Subject to any rights a beneficiary may have pursuant to the Insurance Contracts Act 1984 (Cth), no third party will be able to enforce any rights under this Policy.

1.14 Sanctions

We will not provide cover and We will not be liable to pay any claim or provide any benefit 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.

1.15 Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

1.16 How to Make a Complaint

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:

Name:	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

in the first instance:

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within ten (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 thirty (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 two (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.

1.17 Financial Claims Scheme

This Policy may be a protected Policy under Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a claim under this Policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria. You may obtain further information about the FCS from www.fcs.gov.au and the APRA hotline on 1300 558 849.

1.18 Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on Your part may prejudice any claim and/or the continuation of the insurance contract.

1.19 Goods and Services Tax (GST)

The premium charged for this Policy may attract an amount on account of GST. You must inform Us of the extent to which You are entitled to an Input Tax Credit for the premium each time that a claim is made under this Policy. No payment will be made to You for any GST liability that You may acquire on the settlement of a claim if You have not informed Us of Your entitlement or correct entitlement to an Input Tax Credit. Despite the other provisions of this Policy, Our liability will be calculated taking into account:

- (a) any Input Tax Credit to which You are entitled for any Acquisition relevant to a claim, or to which You would have been entitled were You to have made a relevant Acquisition; and
- (b) the GST exclusive amount of any Supply made by Your Business which is relevant to Your claim.

If the Sum(s) Insured or Limit of Liability is not sufficient to cover Your loss, We will only pay GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss. We will pay that GST amount in addition to the Sum(s) Insured or Limit of Liability.

'GST', 'Input Tax Credit', 'Acquisition' and 'Supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Our Agreement

We will cover You, for the events detailed in this Policy, subject to the Policy terms, conditions and exclusions, during the Period of Insurance and Effective Time. In return You will pay to Us the premium due.

2. General Definitions

Certain words when stated in bold throughout this Policy have a special meaning as detailed below.

- 2.1 **Accident** means a sudden, unforeseen, and unintended event, directly involving the conveyance used for the Transit happening at an identifiable place and time and includes a series of accidents directly involving the conveyance arising out of the one event.
- 2.2 **Animal** means an animal, excluding Bloodstock, belonging to You or for which You have assumed responsibility during a Transit.
- 2.3 **Bloodstock** means horses that have been specially bred for racing, competition or breeding. This does not include stock horses.
- 2.4 **Commencement of Cover** means the time cover starts as follows:
In respect of Animals that You:
 - (a) purchase through the Master Policyholder's auction or online auction, cover starts from the time You acquire ownership and intend to Transit the Animal under this Policy.
 - (b) send to the Master Policyholder's auction, cover starts when the Animal enters the conveyance or its loading ramp for the commencement of the Transit including Incidental Transit.
 - (c) sell privately through the Master Policyholder, cover starts when the Animal enters the conveyance or its loading ramp for the commencement of the Transit including Incidental Transit.
 - (d) purchase privately through the Master Policyholder, cover starts when the Animal enters the conveyance or its loading ramp for the commencement of the Transit, or
 - (e) consign to or from agistment or consign to abattoir through the Master Policyholder, cover starts when the Animal enters the conveyance or its loading ramp for the commencement of the Transit including Incidental Transit
- 2.5 **Competent** means having the necessary ability, knowledge, experience or skill in respect of livestock husbandry, welfare and management.
- 2.6 **Effective Time** means from the Commencement of Cover to the Termination of Cover specified in the Schedule for which You are covered and required to pay premium.
- 2.7 **Endorsement** means a change in the terms and conditions of the Policy agreed by Us that can extend or restrict cover.
- 2.8 **Excess** means the amount You contribute towards the cost of a claim as stated on the Schedule or elsewhere in the Policy.
- 2.9 **Humane Destruction** means:
 - (a) that the Animal incurs an injury or is afflicted with an excessively painful illness, and/or disease, and a Veterinary Surgeon appointed by Us will first have given a veterinary certificate that the suffering of the Animal is incurable and so excessive that immediate destruction is crucial for humane reasons; or
 - (b) that the Animal incurs an injury and a Veterinary Surgeon appointed by You will first have given a certificate that the suffering of the Animal is incurable and so excessive that immediate destruction is crucial for humane reasons without waiting for the appointment of a Veterinary Surgeon by Us.

- (c) that the Animal incurs an injury and an independent and Competent person confirms that the suffering of the Animal is incurable and so excessive that immediate destruction is crucial for humane reasons without waiting for the attendance of a Veterinary Surgeon.
- 2.10 Incidental Transit means movement of the Animals on foot directly relating to a Transit and loading or unloading in preparation for Transit.
- 2.11 Medication means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the Animal under the direction of a Veterinary Surgeon for the benefit of the Animal.
- 2.12 Master Policy Administrator means Victor Insurance Australia Pty Ltd.
- 2.13 Master Policyholder means Nutrien Ag Solutions. Registered Address: 737 Burke Street Melbourne Vic, Australia.
- 2.14 Period of Insurance means the period stated on the Schedule.
- 2.15 Policy means this document, the Schedule, and any applicable Endorsements.
- 2.16 Schedule means the schedule issued by Us, which forms part of this Policy and shows the Master Policyholder's Policy number, the Master Policyholder's Period of Insurance, the type of cover selected by the Master Policyholder, the Effective Time and details of Your Insurance and any special terms, limits, conditions, exclusions, Endorsements and any Excess.
- 2.17 Sum Insured means either the lesser of:
- (a) \$7,500 any one Animal subject to a maximum limit of \$500,000 any one loss or series of losses arising from the one event, except transportation to and from King Island where the maximum sum insured transit limit of \$750,000 any one loss or series of losses arising from one event applies; and
 - (b) the net invoice value covering the Animals whilst in Transit (including freight if separately invoiced to the receiver), or
 - (c) if there is no invoice value, the cost of replacing the Animals, with similar animals of the same age and condition or as near as possible to that age and condition:
 - (i) for breeding stock, the average published local market value, over thirty (30) days immediately prior to the relevant death of the Animals, for Animals of a similar type or
 - (ii) for meat Animals, the average published local market value, over thirty (30) days immediately prior to the relevant death of finished Animals of the same type that have recently completed a similar growing program. For unfinished Animals, market value will be reduced in relation to live weight gained.
- 2.18 Termination of Cover means the time cover terminates as follows:
- In respect of each Animal, cover terminates:
- (a) upon the fall of hammer where You have proposed the Animal for sale at auction or online auction.
 - (b) from the time the Animal is positioned on the weighing scales following discharge from the conveying vehicle, provided that cover will not extend beyond forty-eight (48) hours after arrival of the conveying vehicle at the abattoir for sales of Animals to abattoir.
 - (c) from the time the Animal enters the preparation feed lot when sent to feed lots.
 - (d) in all other cases, from the time the Animal is unloaded into the paddock at the final destination, provided that cover will not extend beyond forty-eight (48) hours after arrival of the conveying vehicle at the final destination.

- 2.19 Terrorism means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 2.20 Transit means transits by sea, road (including use of Your own vehicle), rail and air, occurring during the Effective Time and the Period of Insurance and within Australia and its territorial waters.
- 2.21 Veterinary Surgeon means an experienced veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
- 2.22 War means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 2.23 We/Us/Our means certain underwriters at Lloyd's in respect of Syndicate 2003.
- 2.24 You/Your/Yours/Yourself means nominated livestock owners as declared and stated on the Schedule.

3. What is Covered

3.1 The Cover

Provided that the Animal is in a good state of health and fit for transport at the outset of the Effective Time, We will cover You during a Transit and happening within the Effective Time, up to (but not exceeding) the Sum Insured for:

- (a) death, physical injury or Humane Destruction of the Animal:
 - (i) as a result of an Accident directly involving the conveyance in which the Animals were travelling
 - (ii) arising out of compliance with an order made by a responsible official, who confirmed that in their opinion, the Animal was so uncontrollable (berserk), public safety was at risk;
 - (iii) caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions;
 - (iv) caused by the wilful and deliberate act of a third party which was committed without Your prior knowledge or collusion;
- (b)
 - (i) the escape and disappearance of the Animals from the conveyance;
 - (ii) theft, pilferage or non-delivery of the Animal, provided the police are notified as soon as practicably possible after discovery of the theft, pilferage or non-delivery;
- (c) general average sacrifice and/ or salvage contribution that You are required to pay under any bill of lading or similar document.

3.2 Continuation of cover

(a) Animals Being Transhipped or Spelled Unexpectedly

If the Animal needs to be unexpectedly transhipped or spelled as part of the Transit, due to conditions outside of Your control, and because of this the Transit is prolonged or delayed, then We agree to extend the cover offered in 3.1 above for a further seven (7) days on top of the original Transit duration.

(b) Animals Not Sold

If the Animal is not sold, We agree to extend the cover provided in 3.1 above for the Transit of the Animal back to Your property.

4. Additional Benefits

This Policy is automatically extended to include the following:

- 4.1 where an Animal has been physically injured, We will at Our option pay either:
 - (a) the cost of agisting the Animal to bring it back to its condition before the loss, or
 - (b) the agreed reduction in value if it is sold as an injured Animal.up to but not more than the Sum Insured.
- 4.2 the cost of mustering Animals following an Accident up to a maximum of 25% of the Sum Insured for each Animal.
- 4.3 clean up and disposal costs of Animals at any Accident site, where You are legally or contractually obliged to pay those costs, up to a limit of \$100,000 for any one Accident or series of Accidents arising from any one Transit.
- 4.4 any additional freight or salvage charges that You are required to pay to remove the Animals from any Accident site, including the cost of transport to forward the Animals to their intended destination or to return the Animals to the place from which they were dispatched, whichever is the closer, up to but not exceeding AUD \$50,000.
- 4.5 the reasonable and necessary costs paid by You to avoid or minimise any further death or injury to the Animals up to but not exceeding AUD \$10,000.
- 4.6 Where the Transit is interrupted or stopped due to the insolvency or financial default of the carrier, the extra costs of freight to forward the Animals to their intended destination, or to return same to the place from which they were dispatched, up to AUD \$50,000.

The limits in 4.2, 4.3, 4.4, 4.5 and 4.6 above are not included in but are in addition to the Sum Insured per Transit.

Additional Exclusions applicable to Additional Benefits

In addition to the exclusions stated under What Is Not Covered, the following exclusions apply to extension 4.1 – 4.6:

We will not provide any cover under these extensions if the cause of loss is not covered under this Policy.

5. What is Not Covered

The following exclusions apply to the Policy as a whole, unless stated otherwise.

No cover is provided under this Policy for any claim, loss, damage, liability, cost or expense of whatever nature caused by, contributed to, arising from or relating to:

5.1 Bloodstock

Bloodstock.

5.2 Quarantine, Decontamination and Fumigation Costs

any costs of fumigation, decontamination and or quarantine and related charges or freight costs incurred during a Transit arising out of fumigation, decontamination or quarantine.

5.3 Confiscation

confiscation, 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.

5.4 Coronavirus

directly or indirectly, coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation of it.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly caused by, resulting from, contributed to, by, or arising from:

(a) any fear or threat (whether actual or perceived) of; or

(b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation of it.

This clause is paramount and overrides anything in this insurance inconsistent with it.

5.5 Cyber Risk

directly or indirectly:

(a) the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system; or

(b) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.

This exclusion overrides any other term of the Policy, including any Endorsement added at any time, (unless the Endorsement amends or replaces it).

5.6 Government Slaughter

slaughter or destruction of the Animal in compliance with the provisions of any legislation or order of a public authority.

5.7 Inoculation, Castration, Spaying or Failure to Pass Tests

- (a) the Animal being inoculated, castrated or spayed or resulting after effects; and
- (b) costs of the Animal failing to pass any tests or examinations.

5.8 Loss of a Foetus

loss of a foetus.

5.9 Loss of Profit or Earnings

any increased business expense or loss of profit or earnings.

5.10 Loss of Use

any loss of use of the Animals.

5.11 Malicious or Wilful Acts and Theft

the death, physical injury, Humane Destruction of an Animal or theft of an Animal being deliberately or wilfully caused by:

- (a) You or a member of Your family;
- (b) anyone with whom You live;
- (c) anyone invited onto the Transit;
- (d) anyone with Your consent to care for or look after the Animal;
- (e) anyone entitled to benefit under this Policy.

5.12 Medication

the giving of any Medication, unless:

- (a) the manufacturer's recommendations are followed; and
- (b) the local authorities have approved it; and
- (c) a Veterinary Surgeon has certified it to have been of a prophylactic nature; and
- (d) it was necessitated by Accident, disease or illness.

5.13 Neglect or Lack of Care and Attention

You, Your family, representatives, agents, employees, bailees or other persons who have care, custody or control of the Animal failing to provide proper care and attention and do things reasonably practicable to avoid or diminish any loss of the Animal at all times.

5.14 Nuclear, Radioactive Risks and Biological and Chemical Materials

- (a) nuclear fission, nuclear fusion or radioactive contamination,
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear components, or
- (d) actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

But this exclusion does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

5.15 Pre-existing Conditions and Surgical Operations

- (a) poor health, injury, illness, disease or physical abnormality which existed or which You knew about before the Effective Time.
- (b) a surgical operation.

5.16 Salvage by the Government

the requisition of property by a government or statutory authority.

5.17 Shortage or Disappearance

any shortage or disappearance of the Animals disclosed solely on periodic stocktake.

5.18 Slaughter

any slaughter or destruction of the Animal, unless:

- (a) We had already given Our written consent, which is not to be unreasonably withheld or delayed; or
- (b) it is Humane Destruction.

5.19 Veterinary Fees

any veterinary fees of any kind other than as detailed under 4.5.

5.20 War and Terrorism

- (a) War.
- (b) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If any part of this exclusion doesn't apply or can't be enforced, the remainder will remain in full force and effect.

This exclusion overrides any other term of the Policy, including any Endorsement added at any time, (unless the Endorsement amends or replaces it).

5.21 Biological or Chemical Materials

actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing either concurrently or in any other sequence.

6. General Conditions

The following conditions apply to the entire Policy unless stated otherwise. We explain below what happens to the cover under this Policy if the conditions are not complied with.

6.1 You must ensure:

- (a) that when Animals are not in use or travelling, they are kept in an enclosed yard, and provided with adequate food and water.
- (b) pregnant females do not exceed 90% of their expected gestation period at any time during the Transit.
- (c) any female Animals have not given birth in the week before the Transit.
- (d) adequate food and water are provided throughout the Transit.
- (e) loading facilities, stock crates and pens are constructed so that they do not cause injury to Animals.
- (f) appropriate shelter for the Animals from heat, wind and cold are provided during Transit and Incidental Transit.
- (g) loading densities are adequate for the Animal being transported.
- (h) the Animals are:
 - (i) inspected immediately before loading by an experienced stockhandler to ensure they are fit to travel. Any Animals not fit to travel should be excluded from the Transit.
 - (ii) inspected by an experienced stockhandler at routine intervals throughout the Transit.
 - (iii) rested at routine intervals throughout the Transit as required.
 - (iv) always accompanied by a suitable handler.
- (i) the drivers of the conveyance used for the Transit are experienced with a valid driver's license.
- (j) the vehicle used is suitable for the Transit of and for the Animals:
 - (i) the vehicle must be designed so as to ensure that the Animals are contained within the vehicle.
 - (ii) limbs and heads must not be able to protrude outside the sides and top of the vehicle.
 - (iii) they must have enough room overhead to enable them to travel in a natural position without injuring their heads or backs and to give them enough air when the vehicle is not moving.

You must:

- (k) take reasonable care to keep the Animals healthy.
- (l) comply with the requirements of legislation and of any government or statutory authority.

We shall have no liability under this Policy in respect of the death or Humane Destruction of any Animal which results from Your failure to comply with requirements a) – l) above, unless 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.

- (m) You must tell Us through the Master Policy Administrator as soon as practicably possible if You:
 - (i) no longer have an interest in an Animal. If You sell the Animal or part with Your financial interest, then cover will cease automatically in respect of that Animal.
 - (ii) take out any other insurance which covers an Animal.

7. Claims Conditions

If You need to make a claim under this Policy, please make sure You have followed the conditions shown below. If You fail to adhere to these conditions, this could mean We may reduce the amount payable or not pay the claim at all to the extent of any prejudice suffered by Us arising from Your failure to comply with the following conditions.

7.1 How to Make a Claim

If You need to make a claim under this Policy, please contact the Master Policy Administrator as soon as practicably possible (contact details are shown in the Schedule).

Notification of any claim should be made to:

Name:	Victor Insurance Australia Pty Ltd
Address:	One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000
	ABN: 83 161 243 198
Email:	claims@victorinsurance.com
Telephone:	1300 179 965

as soon as reasonably possible.

7.2 What You must do:

If You are making a claim, or an event happens that might lead to You making a claim, You must:

- (a) contact the Master Policy Administrator with details as soon as practicably possible;
- (b)
 - (i) tell the police as soon as reasonably practicable: and
 - (ii) follow all their advices; and
 - (iii) obtain a police report or reference number,

if a criminal act or suspected criminal act has occurred and/or if an Accident has occurred which requires the notification to the police;
- (c) give Us any information and help that We may reasonably need in dealing with Your claim; and
- (d) send Us any letters or emails or other correspondence You receive about the event as soon as reasonably practicable, this can include for example:
 - (i) for a claim for expenses, copies of all invoices;
 - (ii) copy of the report from the Veterinary Surgeon or Competent person where Humane Destruction is recommended for the Animal as a result of an injury;
 - (iii) copy of a post mortem report or disposal report;
 - (iv) photographs identifying the Animal where no post mortem has been provided;
 - (v) copy of any salvage amounts obtained;
 - (vi) copy of the police report or the crime number;
 - (vii) details of any third party at fault for an Accident.

7.3 Payment to Others

If another party has an interest in Your Animal for which a claim payment is to be made, part of that claim payment can be paid to that other party, proportionate to their interest. Once any payment is made, We will consider that payment the full and final payment to such other party.

7.4 Excess

The amount You are responsible for paying before We will make any payment under this Policy. You only have to pay an Excess if it is mentioned in the Policy or shown on the Schedule.

7.5 Enforcement of Rights

We may take any action We consider necessary to enforce Your rights or Our rights under this Policy.

7.6 Our legal rights

If We pay a claim, We have the right to proceed in Your name against any third party responsible for the death or injury of the Animal. We take this action at Our own expense and We will take into account any reputational impact on You. You must not do anything that limits Our right to do so.

We may decline or reduce the amount of any claim, or refuse to cover You, if You enter into an agreement which excludes or limits Our right to recover damages or a contribution from another third party, taking into account Your defence and settlement of claims.

7.7 Premium Offset

If You make a valid claim under this Policy and any premium due to Us has not yet been paid by You and received by Us, We will deduct the premium amount, or the outstanding amount from any claim payment that We make under this Policy.

7.8 Other Insurance

If, at the time of any death or physical injury to the Animals, there is any other current insurance, whether taken out by You or by any other person or persons, covering the same Animals. You must advise the details of such other insurance when making the claim. Subject to the provisions of the Insurance Contracts Act 1984, We reserve Our rights to seek contribution from such other insurer.

7.9 Basis of Settlement

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

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.

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