



Mortality Policy Wording

LLOYD'S

Contents

INTRODUCTION 4

About the Insurer – Lloyd's	4
About Allstate	4

GENERAL INFORMATION 5

Understanding your policy	5
How to make a claim	5
General advice warning	5
Applying for insurance	5
Our agreement	5
Who is insured under this policy	5
Words with special meaning	5
Financial Claims Scheme	5

GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY 6

Sound Health	6
Your obligations	6
Your Duty of Disclosure	6
Who needs to tell us?	6
Renewal	6
What you do not need to tell us	6
If you do not comply with the Duty of Disclosure	6
Duty of Utmost Good Faith	6
Preventing our right of recovery	6
Your premium	7
Renewal	7
Evidence of value	7
Changes that may affect your policy	7
Cancellation by you	7
Cancellation by us	7
Discharge of liabilities	8
Fraudulent claims	8
Goods and Services Tax (GST)	8
Jurisdiction	8
Third Party rights	8
Several liability notices	8
Limits and excess	8
Other insurances	8
Single Policy only for multiple insureds	9
Sanctions Limitation	9
Privacy	9
Why we collect your personal information	9
Confirming transactions	10
Single occurrence	10
Subrogation rights	10
General Insurance Code of Practice	10
Special Conditions	10
Complaints and dispute resolution	10

GENERAL CLAIMS CONDITIONS THAT APPLY TO THE WHOLE POLICY 12

Things you must do	12
Help us manage the claim	12
What you must not do after a loss or an accident	12

GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY 13

Alteration to risk	13
Action of the sea	13
Bushfire	13
Cyber	13
Flood	13
Infectious or Contagious Disease	13
Pandemic or Epidemic	13
Radioactive, Chemical, Biological, bio-chemical and electromagnetic weapons	13

WORDS WITH SPECIAL MEANING 14

EXCESS 16

WHAT WE COVER 16

MORTALITY INSURANCE 16

What we cover	16
How we will pay your claim	16
What we do not cover	17

TRANSIT INSURANCE 18

What we cover	18
How we will pay your claim	18
What we do not cover	18
Special Conditions applicable to Transit Insurance	19
Additional Benefit	19
Fall of hammer extension for animal(s) bought	19
What we cover	19
What we do not cover	19
How we will pay your claim	19
Special Conditions applicable to this Additional Benefit	20

Optional Extensions 20

Optional Extension 1: Loss of Use as a result of accidental external visible injury only	20
What we cover	20
How we will pay your claim	20
What we do not cover	20
Special Conditions in the event of a claim under Optional Extension 1	20

Optional Extension 2: Loss of Use as a result of accident, illness, lameness or injury.....	21
What we cover	21
How we will pay your claim	21
What we do not cover.....	21
Special Conditions in the event of a claim under Optional Extension 2.....	21
Special Conditions applicable to Optional Extension 1 and Optional Extension 2	22
What you must do when your animal(s) is unwell or injured or a claim occurs	22

Optional Extension 3: Death from Elective Castration.....	22
What we cover	22
How we will pay your claim	22
Optional Extension 4: Theft.....	23
What we cover	23
How we will pay your claim	23
What we do not cover	23
Special Conditions applicable to Optional Extension 4.....	23

INTRODUCTION

About the Insurer – Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth. Lloyd's contact details in Australia are:

Phone: +61 2 8298 0783

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

Lloyd's is authorised under the Insurance Act 1973 (Cth) to write Australian Insurance business.

About Allstate

Allstate Underwriting Agencies Pty Ltd (ABN: 51 121 066 180) Authorised Representative Number 000306153 ('Allstate') is an authorised representative of Allstate Insurance Pty Ltd (ABN: 82 073 267 053, AFSL 239010). Allstate is an Australian Coverholder of Lloyd's.

Allstate Underwriting Agencies Pty Ltd has been given a binding authority by the Insurers which allows Allstate Underwriting Agencies Pty Ltd to enter into this **policy**, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so Allstate Underwriting Agencies Pty Ltd acts for the **Insurers** not **you**. **You** should contact Allstate in the first instance in relation to this insurance. If any advice is provided by Allstate Underwriting Agencies Pty Ltd, it will be general advice only and will not take into account **your** individual circumstances or financial needs.

Allstate's contact details are:

Phone: 1300 591 947

Address: PO Box 230, Midland DC WA 6936

In this **policy** the terms "**We, Our, Us or Underwriters**" refers to the **Insurers** through their Coverholder, **Allstate**.

GENERAL INFORMATION

Understanding your policy

In order to properly understand the significant features and benefits of **your policy**, **you** need to carefully read and understand the following:

- a) the Introduction and General Information which sets out among other things, how **you** can apply for insurance, details of **your** Duty of Disclosure and important general information about the insurance;
- b) the terms of cover set out in this **policy wording** including the General Conditions, General Claims Conditions and General Exclusions;
- c) **your certificate of insurance** that contains specific details relevant to **your policy** and any additional terms specific to **you** and which can affect **your** cover.

How to make a claim

If **you** would like to make a claim under **your policy**:

1. contact **your** insurance broker/agent as soon as possible quoting **your policy** number; and
2. refer to the [General Claims Conditions section of this policy](#).

General advice warning

We will give **you** factual information about the insurance **we** issue to assist **you** in deciding whether the product is suitable to **you**. **We** will typically provide **you** with general advice. General advice does not take into account **your** specific personal objectives, financial situation or needs. Where **we** provide **you** with general advice, **you** should consider the appropriateness of any information or advice **we** give **you**, having regard to **your** specific personal objectives, financial situation or needs. **You** should also refer to the contract documentation **we** issue to **you** (including this **policy** wording) before deciding whether to purchase the insurance.

Applying for insurance

To apply for insurance, **you** must complete **our** Mortality Cover proposal form. Following receipt by **us** of a satisfactorily completed proposal form and if **we** agree to provide cover, **we** will issue **you** with a **certificate of insurance**, which will provide details of:

- who is insured;
- the cover(s) selected;
- the **period of insurance**;
- the respective sums insured and/or limits of liability; and
- **excess(es)**

and other important information.

You need to read the **certificate of insurance** carefully and again check that the details are correct and ensure **you** are happy with **your policy**. **You** should ensure that **you** read all **policy** documents carefully and keep them in a safe place. If **you** have any questions regarding the **policy**, including the **certificate of insurance**, please contact **your** insurance broker/agent.

Our agreement

Subject to payment by **you** to **us** of the premium for this **policy**, **we** agree to provide **you** with the coverage set out in each of the **policy** covers which **you** have selected and that are listed as operative on **your certificate of insurance**. This **policy** is in force for the **period of insurance** set out on **your certificate of insurance**. **We** will cover **you** for **loss** occurring during the **period of insurance**, subject to the terms and conditions of the **policy**.

We will not pay any more than the sum insured or limit of liability during the **period of insurance** for each cover shown on your **certificate of insurance** unless otherwise stated and agreed by **us**.

Who is insured under this policy

The person(s) or organisation(s) that are covered under this **policy** are shown on the **certificate of insurance**. In this **policy**, those persons or organisations are referred to as '**you**' or '**your**'.

Words with special meaning

Some words used in this **policy** have special meanings. Where the meaning of the word applies to a particular cover, that meaning will appear at the start of that cover section. A list of words which have the same meaning throughout the **policy** appears under the section "Words with special meaning".

Financial Claims Scheme

Under certain parts of this **policy**, **you** may be entitled to payment under the Financial Claims Scheme (FCS) in the event of the insolvency of the **Insurer(s)**. Access to the scheme is subject to

eligibility criteria. Information about the scheme can be obtained from www.fcs.gov.au.

GENERAL CONDITIONS THAT APPLY TO THE WHOLE POLICY

You must comply with any conditions of this **policy** such as the conditions detailed below and the conditions applicable to the making of a claim. The conditions are important to **our** accepting **you** as an insured and how **we** calculate **your** premium so if **you** don't comply with these conditions, **we** may reduce or refuse to pay a claim and/or cancel **your** **policy**.

Sound Health

At inception of this **policy**, or **endorsement** onto this **policy**, the **animal(s)** must be in sound health being free from illness, injury, lameness or disease.

Your obligations

You must take all reasonable precautions for the care, safety, protection and upkeep of **your** **animal(s)** and comply with all statutory obligations, by-laws and regulations imposed by any public authority. If **you** do not comply with this condition and **loss** results, **we** may reduce the amount **we** pay **you**.

You must make reasonable efforts to protect **your** **animal(s)** from any **loss**. If **you** know about something that could cause a **loss** to **your** **animal(s)** and **you** do not make reasonable efforts to prevent the **loss** or reduce the risk of the **loss** occurring, then **your** claim may not be paid if the **loss** occurs and **you** could have prevented or reduced that **loss**.

One of **your** specific obligations is to keep **your** **farm buildings** in good condition and repair because any **loss** of **animal(s)** caused by poor maintenance of **your** **farm buildings** is not covered under this **policy**.

If **you** do suffer a **loss**, **you** must also make reasonable and necessary efforts to prevent any further **loss**.

Your Duty of Disclosure

Before **you** enter into an insurance contract **you** have a duty to tell the **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you** and **you** have the same duty before **you** renew, extend, vary, or reinstate an insurance contract.

Who needs to tell us?

Everyone who is noted on **your** **certificate of insurance** as an insured must comply with the Duty of Disclosure. If **you** provide information on behalf of another person named on the **certificate of insurance**, **you** must include in **your** answers to **our** questions everything that they know, and that a similar person in the circumstances would include in answering the questions. **We** will treat the information as if that other person had provided that information to **us**.

Renewal

Where **we** offer renewal, **we** may, in addition to or instead of asking specific questions, give **you** a copy of anything **you** have previously told **us** and ask **you** to tell **us** if it has changed. If **we** do this, **you** must tell **us** about any change or tell **us** that there is no change.

If **you** do not tell **us** about a change to something **you** have previously told **us**, **you** will be taken to have told **us** that there is no change.

What you do not need to tell us

You do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell **us** about.

If you do not comply with the Duty of Disclosure

If **you** do not comply with the Duty of Disclosure, **we** may reduce the claim amount or cancel the **policy** (or both). If **your** failure to comply is fraudulent **we** may refuse to pay a claim and treat the **policy** as if it never existed.

Duty of Utmost Good Faith

The law requires **you**, any third-party beneficiary under **your** **policy** and **us** to act towards each other with utmost good faith, fairly, openly and honestly in respect of any matters arising under **your** **policy**.

Preventing our right of recovery

If **you** have agreed not to seek compensation from another person who is liable to compensate **you** for any **loss** which is covered by this **policy**, **we** will not cover **you** under this **policy** for that **loss**.

Your premium

Your premium is the amount that **you** have agreed to pay to **us** for **your policy**. On receiving **your** application for insurance, **we** will advise the premium. **Your** premium is based on **our** assessment of the risk, including the covers **you** choose, the **animal(s)** and values **you** select, **policy** limits and **excesses** and **your** insurance history. **Your** premium includes allowances for government charges, taxes or levies on **your policy**.

When **you** take out insurance **you** need to pay **your** premium by the due date specified in **your certificate of insurance**. If this is a new **policy** then **your** insurance cover will not start until the premium is paid to **us**.

If **your** premium is overdue, **we** will send **you** a notice outlining the overdue amount and when it needs to be paid. If **your** premium remains unpaid after the time period specified in the notice **we** send, **we** will:

- cancel **your policy** for non-payment, and
- refuse to pay any claim for an incident occurring after the cancellation date.

If **you** need to make a claim when **your** premium is overdue, and before **your policy** has been cancelled for non-payment, **we** will require **you** to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, **we** can reduce the settlement payment by the overdue amount.

If **you** advise **us** of changes needed to your **policy** after it has commenced **you** may need to pay an additional premium or **you** may be entitled to a refund.

Renewal

At least 14 calendar days before **your** insurance expires, **we** will send **you** a notice advising whether **we** are prepared to offer renewal of **your** insurance and if so, the terms on which renewal will be offered. **You** are not obliged to renew **your** insurance with **us**.

Where **we** do offer renewal, **we** may, in addition to or instead of asking specific questions, give **you** a copy of anything **you** have previously told **us** and ask **you** to tell **us** if it has changed. If **we** do this, **you** must tell **us** about any change or tell **us** that there is no change.

If **you** do not tell **us** about a change to something **you** have previously told **us**, **you** will be taken to have told **us** that there is no change.

Evidence of value

Please retain receipts of purchase or proof of the value of all **animal(s)** insured under this **policy** so that **you** can prove the amount of any **loss** if **you** have to claim under this **policy**.

Changes that may affect your policy

If there is any change or alteration to the information **you** have advised **us** of in **your** application for insurance, **you** must notify **us** in writing as soon as practicable. Any change or alteration **you** propose to make only becomes effective when **we** agree to the changes and **you** agree to pay any additional premium where required.

You must advise **us** of any changes to the information **you** have previously told **us** before **you** renew **your policy**. For example, **we** require information about:

1. changes to **farm business**;
2. any criminal convictions **you**, or persons who work with **you**, have recorded;
3. any deterioration in the condition of **your animal(s)**;
4. alteration to any **farm building** which affects its safety or structural integrity.

This is a part of the requirement of 'Your Duty of Disclosure'. If **you** do not fulfil **your** Duty of Disclosure, **we** may refuse to pay part or all of a claim.

If **you** are unsure about whether there is something **you** need to tell **us**, please discuss it with **your** insurance broker/agent or contact Allstate as soon as possible.

Cancellation by you

You may cancel the **policy** at any time by notifying **us** in writing. **We** will refund the unused proportion of **your** premium less any commissions, taxes and charges that **we** are unable to recover.

Cancellation by us

We may cancel the **policy** in certain circumstances provided by the Insurance Contracts Act 1984, (as amended), by giving **you** notice in writing. Some examples are if **you**:

1. do not pay the premium;

2. do not comply with **your** Duty of Disclosure;
3. make a misrepresentation to **us** before the issue of the **policy**;
4. do not comply with a provision of the **policy**;
5. make a fraudulent claim under the **policy** or some other **policy** (whether with **us** or another insurer);
6. do not comply with **your** Duty of Utmost Good Faith.

Notice of cancellation can be delivered personally or posted to **your** address as shown on the current **certificate of insurance**. It will be effective at the time shown on the notice of cancellation or when **you** have taken out cover with another insurer, whichever occurs first.

We will refund the unused proportion of **your** premium less any commissions, taxes and charges that **we** are unable to recover.

You are responsible for keeping **your** address, contact details and bank account details up to date so that **we** can meet **our** obligations to **you**.

Discharge of liabilities

At any time, **we** can pay to **you**, for all claims made for any one occurrence:

1. the limit of liability of the coverage under which the claim is made, after deducting any amounts already paid;
2. any lower sum for which the claim may be settled.

If **we** do so: **we** will not be liable to pay any further amounts.

If **we** are considering this action, **we** will advise **you** in writing and provide **you** with the opportunity to discuss this with **us**.

Fraudulent claims

If **you** make a claim under this **policy** which **you** know is fraudulent in part or in its entirety, **we** may deny that claim and cancel the **policy**.

Goods and Services Tax (GST)

If **you** are entitled to an input tax credit on any part of the premium **you** paid for this **policy**, the sums insured and any **sub-limits** or limits of liability stated in the **policy** are exclusive of GST to the extent of **your** input tax credit entitlement.

If **you** are not entitled to an input tax credit on **your** **policy** premium, all sums insured, **sub-limits** or limits of liability stated in the **policy** are GST inclusive.

In situations where **we** make a cash payment to you for the purchase of goods or services for which **you** are entitled to claim an input tax credit, **we** will only pay you an amount that is equal to **your** net cost i.e., **your** cost after claiming input tax credits.

The **policy** does not cover any amount of GST, or any fine, penalty or charge that **you** are liable for because of a failure to disclose or a mis-statement made by **you**, in relation to **your** entitlement to an input tax credit for the premium. **You** must tell **us** if **you** become aware that the extent of **your** entitlement to an input tax credit for **your** premium disclosed to **us** is incorrect.

Jurisdiction

All disputes arising out of or under this **policy** will be subject to determination by any court of competent jurisdiction within **Australia** according to the law applicable to the jurisdiction.

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

Third Party rights

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

Several liability notices

Where more than one insurer is providing cover under this **policy**, each insurer's obligations under the contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual shares. The participating insurers are not responsible for the share of any co-insurer who for any reason does not satisfy all or part of its obligations.

Limits and excess

We will not pay more than the sum insured in respect of any claim other than those benefits that are identified in this **policy** as payable in addition to the sum insured.

You must pay the amount of any **excess** shown on **your** **certificate of insurance** for each claim that **you** make.

Your **excess** payment will be required before **we** commence processing **your** claim.

Other insurances

At the time **you** make a claim, **you** must give **us** written notice of any other insurance covering the **animal(s)** or legal liability which may also apply to **your** claim. When a **loss** paid under this **policy** is also recoverable under another **policy** and **we** have paid more than **our** rateable share, **we** reserve the right to seek contribution from the other insurer or insurers.

Single Policy only for multiple insureds

Our limit of liability stated in this **policy**, shall remain **our** maximum limit of liability regardless of the number or type of insureds or **number** of claims under this **policy**.

Sanctions Limitation

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 any country, including the European Union, United Kingdom, Australia or United States of America.

Privacy

Allstate and Lloyd's are committed to protecting **your** privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs). **Our** privacy policies explain how **you** may access personal information, how to seek correction of **your** personal information, how to make a complaint about the handling of **your** personal information and how complaints are handled.

Further information about **our** Privacy Policies are available at www.allstateunderwriting.com.au under quick links or by contacting Allstate Underwriting Agencies Pty Ltd on 1300 591 947;

Why we collect your personal information

We collect **your** personal information (including sensitive information) so **we** can:

- underwrite and administer **your** insurance cover;
- advise **you** about and determine what other service or products **we** can provide to **you**, or that may interest **you**.
- identify **you** and conduct necessary checks;

- issue, manage and administer services and products provided to **you** or others, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing **you** with a **policy**, managing claims, claims investigation, handling and settlement;
- maintain and improve **our** services and products;
- make special offers or offer other services and products provided by **us** or those **we** have an association with, that might be of interest to **you**.

We may disclose the personal information **we** collect

- to **our** relevant employees involved in delivering **our** services;
- if **your** insurance broker/agent collects this form from **you**, to that insurance broker/agent;
- to facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- to the insurance companies with whom **we** transact business;
- to the Lloyd's Syndicates **we** represent (which are located in the United Kingdom);
- to insurance reference bureaux or credit reference bureaux;
- to reinsurers or reinsurance brokers (which may include reinsurers located outside Australia).

Where **we** do disclose the information as above the recipient may hold the information in accordance with its own privacy statement / policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. **We** may also be required to provide **your** personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in **us** declining cover, a cancellation of **your** insurance cover or reducing the level of cover, or declining claims.

If **you** choose not to provide **us** with the information **we** have requested, **we** may not be able to provide you with **our** services or products or properly manage and administer services and products provided to **you** or others.

For more information about **our** privacy practices including how **we** collect, use or disclose information, how to access or seek correction to **your** information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to **our** Privacy Policies referred to above.

Confirming transactions

We may agree to send **your policy** documents and **policy** related communications electronically. This will be by email and/or other types of electronic communication methods. **Policy** documents and **policy** communications will be provided to **you** in this way until **you** tell **us** otherwise or **we** tell **you** it is no longer suitable. If **we** agree to communicate with **you** electronically, **you** will need to provide **us** with **your** current email address and **your** Australian mobile phone number. Each electronic communication will be deemed to be received by **you** at the time it leaves **our** information system. **You** may contact **us** in writing or by phone to confirm any transactions under **your** insurance if **your** adviser does not already have the required **policy** confirmation details.

It is **your** responsibility to contact **us** to ensure that **your** email address and phone details are kept up to date.

Single occurrence

We will not pay for **loss** to **animal(s)** covered by the **policy** under more than one section of the **policy** in respect of the same item and occurrence unless the sum insured has been paid out in full under one section and **you** have not been fully covered for the **loss**.

Subrogation rights

We have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name any claim for damages, indemnity, contribution or otherwise. **We** have full discretion in the conduct of any proceedings and in the settlement of any claim. **You** must give us all such information and assistance as **we** may reasonably require in defending **you** or prosecuting in **your** name.

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.

Special Conditions

If **you** do not adhere to the special conditions applicable to each cover and applicable to any Additional Benefit(s) and/or Optional Extension(s), **we** may need to reject **your** claim or **your** claim payment could be reduced. In some circumstances a part of **your** insurance may be cancelled and if **you** have made misrepresentations to **us** in breach of **your** Duty of Disclosure or Duty of Utmost Good Faith **your policy** may be cancelled immediately.

Complaints and dispute resolution

If **you** have any concerns or wish to make a complaint in relation to **your 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 Allstate Underwriting Agencies Pty Ltd in the first instance at:

Phone: 1300 591 947

Email: contact@allstateunderwriting.com.au

Mail: PO Box 230 Midland DC WA 6936

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 Australia's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Phone: (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:

Phone: 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 (FOS) in the United Kingdom 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 **Insurers** accepting this insurance agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the **Insurers** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the **Insurers** 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 **Insurers'** behalf;

- (iii) if a suit is instituted against any of the **Insurers**, all **Insurers** 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 insurance, notice should be given as soon as possible to **your** insurance broker/agent, who will inform **us**.

GENERAL CLAIMS CONDITIONS THAT APPLY TO THE WHOLE POLICY

If an event or incident occurs that is likely to result in a claim, the following conditions will apply. They apply to all coverage under the **policy**. If **you** do not follow these conditions, **we** may reduce any claim by an amount that fairly represents the extent to which **our** interests have been disadvantaged.

Things you must do

As part of **your** obligations, **you** agree to:

1. take all reasonable steps to prevent further **loss** of the **animal(s)**;
2. as soon as possible and at **your** own expense employ a **veterinary surgeon** to treat the **animal(s)**;
3. if necessary, allow the **animal(s)** to be removed for treatment;
4. carefully log the sequence of events as they unfold, recording the time and action taken by **you**;
5. where possible, take photographs and/or videos of **your loss**;
6. obtain agreement from **us** via **your** insurance broker/agent prior to the **human destruction** of **your animal(s)**;
7. in the case of death or **humane destruction**, as soon as possible and at **your** own expense, **you** must arrange for a **post-mortem** to be carried out by **your veterinary surgeon**;
8. notify the Police as soon as reasonably practicable if any of **your animal(s)** is lost or stolen;
9. advise **us** of the claim and submit a claim form as soon as reasonably practicable. If **you** or someone acting on **your** behalf does not complete and submit a claim form within 30 calendar days of a **loss**, **we** may reduce the amount **we** have to pay if the delay causes increased costs or prevents **us** investigating the claim;
10. provide **us** with the proof that **we** may reasonably require regarding stolen **animal(s)**.

Help us manage the claim

We agree to process **your** claim and this may include **us**:

- inspecting **your** property or **location**;
- asking **you** questions in a face-to-face interview or asking **you** to provide written statements to **us** under oath;
- provide **us** or **our** representatives access to any person(s) or copies or originals of:
 - evidence of **your** legal ownership of or interest in the **animal(s)**;
 - all veterinary records whether held by **you** or by any **veterinary surgeon** or other third parties;
 - particulars and details of the **animal(s)** affected, their **market value** and all information relating to the cause of mortality, including salvage receipts and other evidence as may be required by **us** or **our** representatives.
- arranging a post-mortem by **our veterinary surgeon** at **our** own expense.

What you must not do after a loss or an accident

You agree not to dispose of any **animal(s)** unless **you** have first received permission from **us** via **your** insurance broker/agent saying that **you** may dispose of the remains of the animal(s).

After receiving permission from **us** via **your** insurance broker/agent, **you** must dispose of the remains of the **animal(s)** in accordance with the requirements of the Animal Health Australia's Australian Veterinary Emergency Plan or as advised by **your veterinary surgeon**.

In the event of circumstances requiring urgent action such as a threat to public safety or a direction of a public authority, please contact **us** via **your** insurance broker/agent to facilitate the approval process.

If **you** do not provide **us** or **your** insurance broker/agent with the required documents and the **animal(s)** is sick or a claim occurs, the onus is on **you** to provide evidence to **us** that the **animal(s)** was in sound health at the inception of this **policy** or **endorsement** onto this **policy**, whichever applies.

If there is any lack of co-operation by **you** causing prejudice to **us**, any claim by **you** may be reduced to reflect the impact of that prejudice or in extreme cases **your** claim may be refused.

GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

Alteration to risk

Unless **you** notify **us** and receive **our** prior written consent, **you** are not covered for any **loss** caused or contributed to or by any alteration, after the commencement of this **policy**:

1. to any new or changed farming activity which may increase the risk of **loss** to the **animal(s)**
2. whereby **your** interest in the **animal(s)** or where the **animal(s)** is located ceases by will or operation of law;
3. whereby **your** business is wound up or carried on by an insolvency practitioner or permanently discontinued.

Action of the sea

You are not covered for any loss caused by or arising from or in connection with:

- (a) the action of the sea;
- (b) a tidal wave;
- (c) a storm surge;
- (d) a Tsunami.

Bushfire

You are not covered for any loss caused by or arising from or in connection with a bushfire or grassfire which occurs in the first 48 hours of the start of this policy.

Cyber

You are not covered for any loss caused by:

- (a) the use of, or inability to use;
- (b) any error or omission relating to the use of; or
- (c) any hoax or threat relating to the use of;
- (d) any application, process or software.

Flood

You are not covered for any loss caused by or resulting from flood unless specifically included elsewhere in this policy.

Infectious or Contagious Disease

You are not covered for any loss in any way caused by, happening through, arising from, in consequence of or contributed to by any of the following:

Anthrax or any transmissible spongiform encephalopathy (including bovine spongiform encephalopathy – 'mad cow disease' or 'scrapie'), avian influenza ('bird flu'), babesiosis ('tick fever'), brucellosis, foot and mouth disease, footrot, Johne's disease, pleuro pneumonia, rinderpest, swine fever, tuberculosis, Enzootic Bovine Leucosis (EBL) Anaplasmosis, Brucellosis, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis new variants of Creutzfeldt-Jakob Disease (CJD), Lumpy skin disease, Rabies, or any strain or mutant variation of any of these

Pandemic or Epidemic

You are not covered for any loss in any way caused by, resulting from or contributed to by:

- (a) an Epidemic or Pandemic as categorised as such by any Government and or the World Health Organisation,
- (b) any fear or threat of a) above.

Radioactive, Chemical, Biological, bio-chemical and electromagnetic weapons

You are not covered for any loss caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause 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 any chemical,

biological, bio-chemical, or
electromagnetic weapon.

War, terrorism, strikes, riots, nuclear radioactivity
You are not covered for any loss caused by or
contributed to by or arising from:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
3. confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter.
4. any person acting from a political, ideological or religious motive (excluding animal rights activists).
5. any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
6. ionising radiation, contamination by radioactivity from any nuclear weapons material, nuclear fuel or waste, or the combustion of nuclear fuel or waste where the combustion is a self-sustaining nuclear process.

This policy also excludes any loss, directly or indirectly caused by, contributed to, by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2, 3, 4, 5 or 6 above.

Wilful or intentional acts

You are not covered for any loss caused by or arising from wilful or intentional acts caused directly or indirectly by any actual or alleged:

- (a) dishonest, fraudulent, criminal or malicious act;
- (b) wilful breach of any statute, by law or regulation;
- (c) intentional conduct causing loss with reckless disregard for the consequences;

by

- (i) you; or
- (ii) a member of your family; or

- (iii) any person acting with your express or implied consent or that of a member of your family.

WORDS WITH SPECIAL MEANING

Wherever the following words appear in **bold** they will have the meanings shown below. If a word is defined in a cover of the **policy** the definition contained in that cover applies for that cover only.

accidental means an unintended and unforeseen happening or event.

act(s) of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

animal(s) means any animal or animals specified in the **certificate of insurance**, which includes any whole or part financial interest, to the extent of that interest

application(s) for insurance means the Mortality proposal form submitted to **us** detailing information about the risk.

Australia means the Commonwealth of Australia, its dependencies and territories.

birth means the act of foaling, calving or giving birth.

certificate of insurance means the current certificate of insurance which has been numbered and issued by or on behalf of **us**.

conveying vehicle means a road vehicle owned by **you** or in the control of **you** or **your** employee or a contracted carrier. If transporting **animal(s)** the road vehicle must be suitable for the transport of the insured **animal(s)**.

endorsement means a change in the terms and conditions of this insurance agreed by **you** and **us**.

excess means the amount shown on **your certificate of insurance** that is payable by **you** on each and every claim and is subject to the following:

- a. **we** will pay a valid claim after the applicable excess stated in the **certificate of insurance** has been exhausted by any one disease or series of diseases sustained

by **you** during the period of 15 consecutive days. **You** will be responsible for each and every excess. After each 15-day period, the excess will be applied again in full to any further claims under that **policy** cover; and

- b. for all other losses **we** will pay a valid claim after the applicable excess stated in the **certificate of insurance** has been exhausted by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event and sustained by **you** during the period of 72 consecutive hours. **You** will be responsible for each and every excess. After each 72-hour period, the excess will be applied again in full to any further claims under that **policy** cover.

farm business

- a. means all activities connected with the usual running of the business of the farm and incidental farm contracting (where contracting activities do not exceed 35% of the combined annual turnover for your farming business in the financial year prior to the period of insurance). Where **you** attend markets and field days, agricultural shows and the like for the sole purpose of representing **your** business or selling **your** own produce **we** will consider this as part of **your** farm business.
- b. DOES NOT include activities not connected with the usual running of the farm unless **we** have agreed to cover these activities and this is shown on **your certificate of insurance**.

farm buildings means buildings including extensions, annexes and gangways through which **animal(s)** move or are housed.

flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not it has been altered or modified);
5. a reservoir;

6. a canal;

7. a dam.

foetus means a fertilised ovum in its early stages of development before it has reached a distinctively recognisable form; between the first divisions of the zygote until it becomes a foetus.

herd means a collective number of animals whereby there are at least 2, whether commonly known as a herd, flock or by any other collective noun.

humane destruction means that the **animal(s)** has/have suffered:

1. an injury or an excessively painful lameness or illness and a **veterinary surgeon** appointed by **us** certifies that the animal's suffering is incurable and so excessive that immediate destruction is imperative for humane reasons; or
2. an injury and a **veterinary surgeon** appointed by **you** certifies that the injury the animal has suffered is incurable and so excessive that immediate destruction is imperative for humane reasons and could not have waited for the appointment of a **veterinary surgeon** by **us**.

location(s) means the place(s) listed on **your certificate of insurance** as Insured Locations.

loss means death or **humane destruction** of the insured **animal(s)**.

market value means the lesser of the sum insured per animal in respect of that type of animal as stated in **your certificate of insurance**; and

- for breeding stock: the average published local market value, over a period of thirty (30) days immediately prior to the relevant death of the animal(s), for animals of a similar type; or
- for meat animals: the average published local market value, over a period of 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.
- For all other animals, the price at which ownership of the animal 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 animal(s).

offspring means an immediate descendant of the **animal** within its first year after **birth**.

period of insurance means the duration of this **policy** for the period shown on **your current certificate of insurance**, or any renewal period agreed by **us** and for which the appropriate premiums are paid in each case. Unless otherwise stated the **period of insurance** commences and ends at 4pm on the days stated as the **period of insurance** on **your certificate of insurance**.

policy means this document together with the **certificate of insurance** and any applicable **endorsements**.

pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

post-mortem means a necropsy examination made by a **veterinary surgeon** including but not limited to establishing the identity of the **animal**, the cause of death or the reason for **humane destruction** of the **animal**.

sub-limit means part of, not in addition to, the total sum insured for the **period of insurance**.

tsunami means a sea wave caused by a disturbance of the ocean floor or by seismic disturbance.

veterinary surgeon means a veterinary surgeon with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine in **Australia**.

we, us or our means Lloyd's through their Coverholder, Allstate.

You, your, yours or insured means any person, partnership or company whose name is set out on **your certificate of insurance**. It also includes any named person's spouse whether legal or de-facto and a person living at the insured **location** who lives with and is a family member of either that named person or their spouse.

EXCESS

We will pay a valid claim after the applicable **excess** has been exhausted by any one disease or series of diseases sustained by **you** during the period of 15 consecutive days. **You** will be responsible for each and every **excess**. After each 15-day period, the **excess** will be applied again in full to any further claims under that **policy** cover.

For all other losses **we** will pay a valid claim after the applicable **excess** has been exhausted by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event and sustained by **you** during the period of 72 consecutive hours. **You** will be responsible for each and every **excess**. After each 72-hour period, the **excess** will be applied again in full to any further claims under that **policy** cover.

WHAT WE COVER

Subject to the terms and conditions of this **policy**, this insurance provides cover for **your animal(s)** as detailed below under the relevant "What we cover" headings.

Cover, including any optional extensions and additional benefits, is limited to the **animals** owned by **you** and that **you** have elected to insure under this **policy** and which is/are listed on **your certificate of insurance**.

MORTALITY INSURANCE

What we cover

We will pay **you** up to the sum insured in the event of the **loss** of **your animal(s)** at the insured **location** caused by an accident, injury, illness or disease provided that such accident, injury, illness or disease first manifests itself during the **period of insurance** and:

- (a) that death occurs during such **period of insurance**; or
- (b) that death occurs within thirty (30) days after expiry of such **period of insurance** if this **policy** has a **period of insurance** of 12 consecutive months provided that **you** have notified **your** insurance broker/agent during the **period of insurance** of such accident, injury, illness or disease. This applies to both item (a) and item (b) above.

How we will pay your claim

If **your animal(s)** are insured by **us** under and **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of **loss**, up to the sum insured stated in the **certificate of insurance** but not exceeding the difference between the **market value** and any other compensation or salvage received if the **animal(s)** is sold.

What we do not cover

In addition to the **excess(es)** and any claims excluded under General Exclusions that apply to all coverage under this **policy**, **we** do not cover the following:

1. intentional slaughter of the **animal(s)** whether by or under order of a government or public or local authority, or any person or body having jurisdiction in the matter or otherwise. This exclusion does not apply to **humane destruction** of the **animal(s)**.
2. economic slaughter.
3. death or **humane destruction** caused by one or more of the following:
 - a) any surgical operation unless:
 - i. conducted by a **veterinary surgeon**; and
 - ii. certified by them to have been necessitated solely by accident, injury, illness or disease occurring during the **period of insurance**; and
 - iii. to have been carried out in an emergency to save the **animal's** life; and
 - iv. **we** have the opportunity of having a **post-mortem** and autopsy examination carried out by **our veterinary surgeon** should **we** so desire and that such a request is reasonable in the circumstances
 - b) the giving of any medication unless:
 - i. by a **veterinary surgeon** (or experienced personnel directed by a **veterinary surgeon**); and
 - ii. 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**; and
 - iii. **we** have the opportunity of having a **post-mortem** and autopsy examination carried out by **our veterinary surgeon** should **we** so desire and that such a request is reasonable in the circumstances.
 - c) malicious or willful injury or criminal or intentional acts or omissions by **you, your** family, representatives, agents, employees,

veterinary surgeons, bailees or other persons who with **your** knowledge and consent have care, custody or control of the **animal(s)**; or

- d) failure by **you, your** family, representatives, agents, employees, **veterinary surgeons**, bailees or other persons who with **your** knowledge and consent have care, custody or control of the **animal(s)** to provide proper care and attention for the **animal(s)** at all times; or
 - e) strikers, locked-out workmen or persons taking part in labour disturbances on or near the insured property or if the **animal(s)** have been taken intentionally to a location where the disturbances are occurring; or
 - f) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter.
4. any pre-existing conditions:
 - a) that the **animal** has at the time **you** applied for this insurance (including if the **animal** is in remission at the time);
 - b) that have been diagnosed or treated by a **veterinary surgeon**;
 - c) that haven't been diagnosed or treated by a **veterinary surgeon**;
 - d) that are seasonal in nature;
 - e) that are currently or were previously being controlled by medication.
 - f) that occurred before **you** purchased the **animal**.

A pre-existing condition is:

 - a) any injury, disease, illness, lameness, disability or abnormality occurring or existing prior to this **period of insurance, endorsement** attaching or **policy** extension.
 - b) any disease, illness, lameness, disability or abnormality that has occurred in any body part or organ of which the **animal** has more than one will be considered as one lameness, illness, disability or abnormality if it occurs in another body part or organ.
 5. poisoning by **you, your** family, representatives, agents, employees, bailees, or other persons

who with **your** knowledge and consent have care, custody or control of the **animal(s)**.

6. any loss of **foetus** or any death of an **offspring**,
7. mortality where:
 - a) the first symptoms or signs of lameness or illness observed by **you** did not occur during the **period of insurance** or the injury did not occur during the **period of insurance**;
 - b) the first symptoms or signs of lameness or illness were not observed by **you** during the **period of insurance** or
 - c) **you** did not notice that an injury had occurred during the **period of insurance**;
 - d) **you** do not appoint a **veterinary surgeon** as soon as possible at the time **you** first observe the symptoms or signs of the lameness or illness or of the injury occurring;
 - e) the mortality due to lameness or illness occurs in the first 14 days from the start date of **your** policy and if this **policy** is not a renewal;
 - f) mortality due to injury occurs in the first 72 hours from the start date of **your** policy unless
 - i. this **policy** is a renewal with **us**; or
 - ii. the **animal(s)** has been brought at a public auction after inception of this **policy** and insured with **us** at fall of hammer
 - g) either a new animal has been brought into the herd or an animal has returned after being sent for shows, sales or export and has not been quarantined for a minimum of 14 days before being introduced into the rest of the herd;
8. any claim in any way caused by, resulting from or contributed to by;
 - a) an Epidemic or Pandemic as categorized as such by any Government and or the World Health Organisation,
 - b) any fear or threat of a) above.

TRANSIT INSURANCE

What we cover

We will pay **you** in the event of the **loss** of the **animal** during the **period of insurance** caused directly by any accident or injury whilst the **animal** is:

1. being loaded onto,
2. onboard a road vehicle whilst being transported by, and
3. being unloaded from a road vehicle intended and suitable for the transport of the **animal(s)**, whilst in **Australia**, during the **period of insurance**.

How we will pay your claim

If **your animal(s)** is insured by **us**, **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of **loss** up to the sum insured stated in the **certificate of insurance** but not exceeding the difference between the **market value** and any other compensation or salvage received if the **animal(s)** is sold.

What we do not cover

In addition to the **excess(es)** and General Exclusions that apply to all coverage under this **policy**, **you** are not covered for **loss** following:

1. theft of **animal(s)**;
2. the non-delivery by a contracted carrier.

In addition, **you** are not covered for **loss** which is directly or indirectly caused by the conveying vehicle:

- a) being used to carry or tow a load greater than that for which the vehicle was designed;
- b) being driven in an unsafe or unroadworthy condition;
- c) being used for any unlawful purpose;
- d) being driven by a person who is not legally licensed to drive that vehicle in **Australia**;
- e) being driven by, operated by or in the charge of a person who:
 - i. has more than the legal limit of alcohol or any drug in their blood;
 - ii. refuses to undergo a legal test for alcohol or drugs.

We will not apply the exclusions above if **you** are able to satisfy **us** that **you** were not aware of, and did not allow, the use of the **conveying vehicle** in any of the circumstances listed.

The cover provided under this transit insurance ceases as soon as the **animal(s)** has been unloaded at an uninsured location.

Special Conditions applicable to Transit Insurance

In addition to the General Conditions and General Claims Conditions, the following special conditions apply to **your** transit insurance:

1. At inception and commencement of transit the **animal(s)** must be in sound health being free from illness, injury, lameness or disease.
2. An experienced and responsible handler must accompany the **animal(s)** at all times.
3. At no time during the transit is a pregnant female to exceed 90% of her expected gestation period
4. Adequate food and water must be provided for the **animal(s)** throughout the transit.
5. Suitable loading densities are given to **animal(s)** taking into account the species and age.
6. At all times **animals** are kept in fully ventilated areas.
7. Any vehicle used is intended and suitable for transit of **animals**.
8. Animal species must not be mixed at any time.
9. Loading and unloading facilities and pens must be constructed so that they do not cause injury to **animals**.
10. **Animals** must be inspected within 30 minutes of departure by either the driver or attendant and then at least every 2 hours throughout the transit.
11. **Animals** must be unloaded as soon as possible after arrival.
12. Stock crates and vehicles must have smooth sides inside.
13. Vehicles must be designed and used so as to ensure that **animals** are contained safely within the vehicle. Limbs and heads must not be able to protrude outside the sides or tops of the vehicle. The **animal(s)** must have enough room

overhead to enable them to travel in a natural position without injuring their bodies and to give them enough air when the vehicle is not moving.

14. Appropriate shelter from heat, wind, rain and cold must be provided during transport. **Animals** must be protected from climatic extremes, particularly combinations of cold, wind, rain and heat and must have shade from direct sunlight.

15. **You** must provide proper care and attention for each **animal** and take all reasonable and necessary steps to avoid or minimise a loss under this **policy** at **your** own expense;

Additional Benefit

Fall of hammer extension for animal(s) bought

What we cover

Cover under this policy is extended to include **animal(s)** bought by **you** at a public sale or auction and transported by **you** by road transit within **Australia** to an insured **location**.

The cover under this Additional Benefit will commence from the fall of the hammer and will cease when the **animal** is unloaded at the insured **location**.

What we do not cover

In addition to the **excess(es)** and General Exclusions that apply to all coverage under this **policy**, there is no cover for any Optional Extensions under this Additional Benefit.

How we will pay your claim

If **your animal(s)** are insured by **us** under this Additional Benefit and **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of **loss**, up to the sum insured stated in the **certificate of insurance** but not exceeding the difference between the **market value** and any other compensation or salvage received if the **animal(s)** is sold.

In the event the **loss** occurs within the 24 hour period allowed in "**Special Conditions applicable to this Additional Benefit**" "a." and **we** have not been advised of or agreed that this Additional Extension is in force, the maximum amount we will pay under this extension for anyone animal and per vehicle for all animals lost is limited to \$25,000 or the difference between the **market value** and any other compensation or salvage received whichever the lesser,

Special Conditions applicable to this Additional Benefit

In addition to the General Conditions and General Claims Conditions, the following special conditions apply to this Additional Benefit:

- a) **You** must provide **us** with a written request that **you** would like to insure an animal under this Additional Benefit within 24 hours of the purchase of such animal. The request must provide **us** with full details of the animal and the sale. There is no cover under this Additional Benefit if **we** do not receive a written request from **you** and advise **you** of **our** agreement.
- b) **You** or **your** insurance broker/agent must provide **us** with a **veterinary surgeon's** certificate which meets **our** requirements within 7 days of the purchase. If **we** have not received a veterinary certificate acceptable to **us**, then only death by accidental injury will be insured under this Additional Benefit. **You** may request a veterinary certificate of health template from **us**, prior to the purchase of the **animal**.

Optional Extensions

Optional Extension 1: Loss of Use as a result of accidental external visible injury only.

This Optional Extension 1 is only covered if it is shown as included in **your certificate of insurance**.

What we cover

We will pay **you** in the event **your animal(s)** suffers an accidental external visible injury during the **period of insurance** at the insured **location** which makes it permanently and totally infertile or incapable of natural service provided that

1. the **animal(s)** has proved itself to be fertile, willing and capable of serving females by getting at least one female pregnant during its first breeding season; and
2. **you** or **your** employees first observed the accidental external visible injury occurring.

The date of loss under this Optional Extension 1 is the date the injury occurred.

How we will pay your claim

If **your animal(s)** is insured by **us** under this Optional Extension 1 and **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of loss, up to the sum insured stated in the **certificate of insurance** but not exceeding the

difference between the **market value** and any other compensation or salvage received if the **animal(s)** is sold.

What we do not cover

In addition to the **excess(es)** and General Exclusions that apply to all coverage under this **policy**, **we** do not cover the following:

1. loss caused by:
 - a. faulty or substandard semen;
 - b. strains of tendons or ligaments;
 - c. congenital defects or abnormalities, reproductive disorders or abnormalities involving the scrotum, testis, epididymis, penis, ampulla, vesicular gland and prostate unless caused directly by an injury;
 - d. frostbite, freezing or overheating;
 - e. infection of venereal or semi venereal character in or from the female breed.
 - f. Lameness, illness or disease.
2. loss where:
 - a. **you** do not as soon as reasonably possible, at the time of the first signs or symptoms of injury occurring, appoint a **veterinary surgeon**;
 - b. the **veterinary surgeon** does not attend the **animal(s)** as soon as is reasonably practical.
3. loss which occurs in the first 48 hours of inception of this **policy** or in the case of lameness:
 - a. did not first occur during the **period of insurance**;
 - b. is first observed outside the **period of insurance**.

Special Conditions in the event of a claim under Optional Extension 1

In addition to the General Conditions and General Claims Conditions, the following special conditions apply to this Optional Extension 1:

1. The **animal(s)** must be allowed at least 12 weeks to attempt a recovery from the date **you** advised **us** of the potential infertility.

2. The **animal(s)** must be permanently infertile and not merely temporarily infertile and this must be proved to the satisfaction of **our veterinary surgeon**.

In the event of any uncertainty or dispute between **our veterinary surgeon** and **your veterinary surgeon** as to whether the accidental external injury has caused the **animal(s)** to be totally and permanently infertile, if **you** and **we** agree, then a third **veterinary surgeon** mutually agreed upon by the two appointed **veterinary surgeons** shall render an independent opinion which will be final and binding on **you** and **us**. Each party agrees to pay the fee of their appointed **veterinary surgeon** and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.

Optional Extension 2: Loss of Use as a result of accident, illness, lameness or injury

This Optional Extension 2 is only covered if it is shown as included in **your certificate of insurance**.

What we cover

We will pay **you** in the event **your animal(s)** suffers an accident, illness, lameness or injury during the **period of insurance** at the insured **location** which makes it permanently and totally infertile or incapable of natural service provided that:

1. the **animal(s)** has proved itself to be fertile, willing and capable of serving females by getting at least one female pregnant during its first breeding season; and
2. **you** or **your** employees first observed the signs or symptoms of illness or lameness or first observed an injury occurring.

The date of loss under this Optional Extension 2 is the date the accident, injury or first signs or symptoms of lameness or illness occurred.

How we will pay your claim

If **your animal(s)** is insured by **us** under this Optional Extension 2 and **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of loss up to the sum insured stated in the **certificate of insurance** at the insured **location** but not exceeding the difference between the **market value** and any other compensation or salvage received if the **animal(s)** is sold.

What we do not cover

In addition to the **excess(es)** and 'General Exclusions that apply to all coverage under this **policy**, **we** do not cover the following:

1. loss caused by:
 - a. faulty or substandard semen;
 - b. strains of tendons or ligaments;
 - c. congenital defects or abnormalities, reproductive disorders or abnormalities involving the scrotum, testis, epididymis, penis, ampulla, vesicular gland and prostate unless caused directly by an injury or disease;
 - d. frostbite, freezing or overheating;
 - e. infection of venereal or semi venereal character in or from the female breed.
2. loss where:
 - a. **you** do not as soon as possible, at the time of the first signs or symptoms of accident, illness, lameness or injury occurring, appoint a **veterinary surgeon**;
 - b. the **veterinary surgeon** does not attend the **animal(s)** as soon as is practical.
3. loss of use due to accident or injury or first signs or symptoms of lameness or illness which:
 - a. occurs:
 - i. in the first 48 hours for accident or injury; or
 - ii. in the first 14 days for lameness or illness from the start date shown in **your certificate of insurance**;
 - b. did not first occur during the **period of insurance**;
 - c. is first observed outside the **period of insurance**.

Special Conditions in the event of a claim under Optional Extension 2

In addition to the General Conditions and General Claims Conditions, the following special conditions apply to this Optional Extension 2:

1. The **animal(s)** must be allowed at least 12 weeks to attempt a recovery from the date **you** advised **us** of the potential infertility.
2. The **animal(s)** must be permanently infertile and not merely temporarily infertile and this must be proved to the satisfaction of **our veterinary surgeon**.

In the event of any uncertainty or dispute between **our veterinary surgeon** and **your veterinary surgeon** as to whether such accident, illness, lameness or injury has caused the **animal(s)** to be totally and permanently infertile, if **you** and **we** agree, then a third **veterinary surgeon** mutually agreed upon by the two appointed **veterinary surgeons** shall render an independent opinion which will be final and binding on **you** and **us**. Each party agrees to pay the fee of their appointed **veterinary surgeon** and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.

Special Conditions applicable to Optional Extension 1 and Optional Extension 2

What you must do when your animal(s) is unwell or injured or a claim occurs

In addition to the General Conditions and General Claims Conditions, in the event of any claim or potential claim under this insurance **you** must:

1. contact **your** insurance broker/agent as soon as possible and notify them of the potential claim.
2. as soon as reasonably possible, and at **your** own expense, employ a **veterinary surgeon** to treat the **animal(s)**.
3. at **your** own expense and subject to the **animal(s)** being physically capable, arrange for a full breed evaluation including a semen test.
4. have **your veterinary surgeon** complete and return the claim form to **your** insurance broker/agent and provide a detailed veterinary report confirming that the **animal(s)** has proven itself to be fertile, willing and capable of serving females by getting at least one female pregnant in its first breeding season and:

Applicable to Optional Extensions 1 and 2

- a) in the event that the **animal** has sustained an accidental external visible injury, confirming details of the injury which is causing the infertility, treatment and the prognosis of recovery;

Applicable to Optional Extension 2 only: -

- a) in the event that the **animal** has sustained an injury or accident, confirming details of the injury or accident which is causing the infertility, treatment and the prognosis of recovery;

- b) in the event that the **animal** has sustained lameness or suffered illness, confirming details of the lameness or illness which is causing the infertility, treatment and the prognosis of recovery.

5. provide **your** insurance broker/agent or **our** representatives with the following required documents:

- a) details of the **market value** of the **animal(s)** and all salvage receipts or other evidence that may be required;
- b) evidence of **your** legal ownership of or interest in the **animal(s)**;
- c) all veterinary records whether held by **you** or by any **veterinary surgeon** or third parties;
- d) a veterinary certificate with specific reference to genitalia proving that at the inception of this **policy**, or **endorsement** onto this **policy**, the **animal(s)** was in sound health being free from any illness, disease, lameness, injury or physical disability of any kind;
- e) for Optional Extension 2 evidence of the accidental external visible injury.

Optional Extension 3: Death from Elective Castration

This Optional Extension 3 is covered only if it is shown as included in **your certificate of insurance**.

What we cover

We will pay **you** for **loss** of **your animal** as a direct result of elective castration.

Provided that:

- a) a **veterinary surgeon** performed the elective castration during the **period of insurance**; and
- b) at the time the castration is performed, the **animal** does not have scrotal hernia; and
- c) the **veterinary surgeon** can determine by touch that the organs are in the scrotum.

How we will pay your claim

If **your animal(s)** is insured by **us** and **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of **loss** up to the sum insured stated in the **certificate of insurance** for the **animal(s)**.

Optional Extension 4: Theft

This Optional Extension 4 is covered only if it is shown as included in **your certificate of insurance**.

What we cover

If **your animal(s)** is insured by **us**, **we** will pay **you** for the loss of **your animal(s)** in the event of the proven theft of **your animal(s)** from the insured **location** during the **period of insurance**.

How we will pay your claim

If **we** agree to accept a valid claim, **we** will pay **you** the **market value** of the **animal(s)** at the time of the proven theft, up to the **sub-limit** stated in the **certificate of insurance** but not exceeding the difference between the **market value** and any other compensation available.

What we do not cover

In addition to the **excess(es)** and General Exclusions that apply to all coverage under this **policy**, **you** are not covered for:

1. unexplained disappearance, escape or voluntary parting of possession of or title to the **animal(s)** as a result of **you** being induced by fraud, trickery or similar false pretences;
2. theft under this **policy** if prior to the start of the **period of insurance** there has been any theft or attempted theft of **your animal(s)**, or threat against **you or your animal(s)** whether insured under this **policy**, insured elsewhere or uninsured. However, **we** will not apply this exclusion if the theft or attempted theft has been disclosed to **us** before the start of the **period of insurance** and cover has been accepted by **us**.
3. a claim under this Optional Extension 4 unless **you** report the theft of the **animal(s)** to **your** insurance broker/agent and to the local police as soon as reasonably possible and strictly follow the police recommendations.
4. a claim under this Optional Extension 4 if **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **you** do then **we** will be released from all liability under this **policy** because **you** have compromised **our** ability to manage this type of risk and **you** failed to act in good faith by making a decision to act contrary to the promise **you** made to **us** when **we** agreed to accept the risk.

Special Conditions applicable to Optional Extension 4

In addition to the General Conditions and General Claims Conditions, the following special conditions apply to this Optional Extension 4.

In the event of a settlement by **us** of a claim under this Optional Extension 4, then undisputed ownership of **your** interest in the **animal(s)** as shown in the **certificate of insurance** will transfer to **us**, and all other insurance provided under the **policy** in respect of the **animal(s)** is automatically terminated.

You must refund to **us** immediately the amount **we** paid in settlement of **your** claim if the **animal(s)** is recovered within 1 year of **us** paying a claim under this Optional Extension 4.

The sum insured under this Optional Extension 4 is a **sub-limit** and is not in addition to the sum insured under the **animal** sum insured.