

Policy Wording

You are requested to read this policy in conjunction with the Schedule of Cover and, if it is incorrect, return it immediately for alteration. In all communications the policy number on the Tax Invoice and/or Schedule of Cover should be quoted.

Section 1 – Mortality

The COMPANY agrees that, subject to the following terms, conditions and exclusions, in the event of the death or HUMANE DESTRUCTION of the HORSE within the Geographical Limits stated in the Schedule to this Insurance:

- (a) during the period of this Insurance; or
- (b) for insurances with an annual period or longer, within ninety (90) days after the expiration of this Insurance;

as a result of any accident, injury, illness or disease first occurring and first manifesting itself during the period of this Insurance, and subject to written notice of such accident, injury, illness or disease having been given PROMPTLY to the Company and in any event before the expiration of this Insurance, the Company will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of first manifestation of the accident, injury, illness or disease causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Company's liability specified in the Schedule.

The INSURED agrees to adhere to all of the terms and conditions of this Insurance and agrees that failure to:

- (a) satisfy any terms and conditions of this Insurance in such a way that it increases the risk to the Insurer;
- (b) and that making any claim knowing the same to be false or fraudulent as regards amount or otherwise may, subject to the provisions of the *Insurance Contracts Act 1984* or amendments thereto, permit the Company to:
 - (i) refuse to pay, or otherwise reduce the COMPANY's liability, in respect of a claim; and/or
 - (ii) cancel this Insurance.

EXCLUSIONS

1. This Insurance does not cover intentional slaughter of the HORSE whether 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 or otherwise. The COMPANY will not invoke this exclusion:
 - (a) where the COMPANY has expressly agreed to the destruction of the HORSE; or
 - (b) in the case of HUMANE DESTRUCTION; or
 - (c) where the HORSE is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the authority responsible for the safety of the aircraft at the time and later confirmed by a sworn statement by said authority that in his opinion the HORSE was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - (a) any surgical operation unless conducted by a VETERINARIAN and certified by him to have been necessitated solely by accident, injury, illness or disease occurring during the period of this Insurance and to have been carried out in an emergency attempt to save the HORSE's life, or
 - (b) the giving of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the period of this Insurance. As used in this Insurance, "medication" includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or
 - (c) malicious or wilful injury or criminal or intentional acts or omissions of or committed by the INSURED, his family, representative, agent, employee, VETERINARIAN, Bailee or other person who has care, custody or control of the HORSE or who has so acted or failed to act with the INSURED's consent or at the INSURED's request; or

- (d) as a result of castration or spaying, unless the COMPANY has granted permission for that operation prior to the surgery being performed. An additional premium may apply. (*Note: The COMPANY reserves the right to revise within 30 days after the surgery continuity of coverage under this Insurance*); or
 - (e) as a result of the animal being “nerved” at, above, or below the fetlock, unless specifically endorsed as covered. “Nerved” means removal or excision of part or all of the nerve; or
 - (f) failure by the INSURED, his family, representative, agent, employee, bailee or other person who has care, custody or control of the HORSE to provide proper care and attention to the HORSE; or
 - (g) the use of the HORSE for any purpose other than that specified in the Schedule. This policy does not cover loss due to the animal becoming unsuitable for a particular use or purpose, regardless of the cause of the unsuitability. This policy does not cover death by intentional destruction due to unsuitability; or
 - (h) death by intentional destruction of the HORSE due to the HORSE becoming unsuitable for a particular use or purpose; or
 - (i) failure, whether by the INSURED or by any other person, to arrange or procure or allow proper care and treatment of the HORSE by a VETERINARIAN.
 - (j) Transport by water other than inland waterway.
- 3.** This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
- (a) nuclear reaction, nuclear radiation or radioactive contamination; or
 - (b) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter; or
 - (c) seizure or destruction under quarantine pursuant to Customs regulations, or confiscation by order of any government or public authority, or in consequence of contraband or illegal transportation or trade.
 - (d) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion;

In any claim, and in any action, suit or proceeding to enforce a claim for death or HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3(a), (b), (c) or (d) shall be upon the INSURED.

4. This Insurance does not cover any loss directly or indirectly caused by, happening through, in consequence of or contributed to by:
 - (a) Hendra Virus, unless the INSURED provides to the Underwriters verification from a VETERINARIAN that the vaccination status of the HORSE is current and up to date against such virus in accordance with the vaccine manufacturers' recommendations; or
 - (b) any cause, where an attending VETERINARIAN declined to treat the HORSE because of the failure of the INSURED to provide to the VETERINARIAN verification that the vaccination status of the HORSE is current and up to date against such virus in accordance with the recommendations of the vaccine manufacturer.
5. This Insurance does not cover any loss directly or indirectly caused by, happening through, in consequence of or contributed to by:
 - (a) Coronavirus disease (COVID-19)
 - (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
 - (c) any mutation or variation of SARS-CoV-2
 - (d) any fear or threat of a), b) or c) above
 - (e) Avian Influenza virus or any mutant variation.
6. This Insurance does not cover any loss, damage, liability, claim, cost, fee or expense directly or indirectly caused by, happening through, in consequence of or contributed to 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; any application, process or software.

CONDITIONS

The following are conditions precedent to the COMPANY's liability to make any payment to the INSURED under this Insurance:

1. It is a condition of this Insurance that at the commencement of this Insurance the HORSE is, with the exception only of those conditions known to the INSURED which have been completely and accurately disclosed to and accepted in writing by the COMPANY, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever of which the INSURED is aware or a reasonable person in the circumstances could be expected to be aware of.

This condition shall also apply in respect of:

- (a) any additional sums insured on the HORSE already insured; and/or
- (b) any HORSE added to this Insurance; and/or
- (c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. The COMPANY's acceptance of a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by the Company as a satisfactory substitute for a Veterinary Certificate, submitted in connection with the INSURED's application for Insurance or any extension of or addition to coverage on the HORSE shall neither eliminate nor limit the application of Condition 1 in respect of the HORSE. However, if the COMPANY has accepted a Veterinary Certificate, or Declaration of Health where such declaration has been accepted by the Underwriters as a satisfactory substitute for a Veterinary Certificate, then the burden of proving that the HORSE was not in sound health or was not free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the HORSE under this Insurance shall be upon the COMPANY.
3. It is a condition of this Insurance that, at the commencement of this Insurance (or of any increase, addition or other extension to coverage), and during this Insurance, the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells or parts with the HORSE, or sells or parts with any interest in the HORSE, whether temporarily or permanently.

4. If, during the period of this insurance, the INSURED elects to have the HORSE castrated or spayed, the INSURED shall notify the COMPANY of his election to do so not less than seven (7) days prior to the HORSE being operated upon for castration or spaying. The COMPANY may on receipt of this notification cancel this insurance, in accordance with the provisions of Condition 14b).
5. In the event that at any time during the period of this Insurance the HORSE is entered by the INSURED in a public auction but not sold and the COMPANY's limit of liability for the INSURED's interest in the HORSE as specified in the Schedule exceeds the highest amount bid in such public auction, the INSURED shall within five (5) days thereafter inform the COMPANY in writing of the auction and of the highest amount bid for the HORSE and shall substantiate to the COMPANY's satisfaction any limit of liability which exceeds the highest amount bid in such public auction, so that the COMPANY may determine whether they will cancel this Insurance, in accordance with the provisions of Condition 14b).
6. It is a condition of this Insurance that the INSURED shall inform the COMPANY in writing not less than five (5) days before any HORSE is to be taken, by or at the direction of or with the consent of the INSURED, outside the Geographical Limits stated in the Schedule or in any endorsement to the Schedule.
7. It is a condition of this Insurance that:
 - (a) in the event of any illness, disease, lameness, injury, accident, or physical disability that the Insured or their Agent is (or should have been) reasonably aware may or is reasonably likely to give rise to a claim under this policy, shall PROMPTLY, at his own expense, employ a VETERINARIAN and notify IRT Insurance of such. If required by the COMPANY, allow removal of the HORSE for treatment by the VETERINARIAN, and
 - (b) in the event of the death or HUMANE DESTRUCTION of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM of the HORSE to be done by a VETERINARIAN and shall submit a copy of the report to the COMPANY as soon as possible after the POST-MORTEM; and
 - (c) in the event of either 7a) or b), the INSURED shall immediately give notice to IRT Insurance, who will instruct a VETERINARIAN on the COMPANY's behalf, if deemed necessary;

- (d) the COMPANY has the right to have a POST-MORTEM carried out by their VETERINARIAN at their own expense.
 - (e) The COMPANY reserves the right to arrange or obtain, at their own expense, veterinary treatment for any sick or injured HORSE for which the COMPANY believes the insured has not provided adequate treatment and /or care, including moving the animal to a treatment facility or securing other veterinary attention.
8. The INSURED shall not dispose of the remains of a deceased HORSE without obtaining prior consent from the COMPANY. After receiving permission from the COMPANY, the INSURED shall arrange for the removal and disposal of the remains at his own expense. The COMPANY is entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.
 9. It is a condition of this Insurance that the INSURED shall submit to the COMPANY a completed claim form and release within sixty (60) days after the death, or HUMANE DESTRUCTION of the HORSE.
 10. It is a condition of this Insurance that the INSURED shall at all times cooperate with the COMPANY and their representatives in the adjustment and investigation of any claim or loss by:
 - (a) providing the COMPANY and their representatives with access to any person(s), information, records and documents they may require; and
 - (b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the COMPANY.
 11. If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, which such other insurance is specified in the Schedule, the COMPANY shall only be liable under this Insurance for the amount, if any, by which the FAIR MARKET VALUE exceeds the amount of indemnity available under the other insurance arising from the death or HUMANE DESTRUCTION of the HORSE.
 12. If the COMPANY makes any payment under this Insurance, then the COMPANY shall be subrogated to all rights and remedies of the INSURED against any party, and shall be entitled at their own expense to sue in the name of the INSURED in respect of the loss arising from the death or HUMANE DESTRUCTION of the HORSE.

The INSURED shall execute all documents and give to the COMPANY all such assistance as the COMPANY may require to enforce such rights and remedies. The INSURED shall do nothing to jeopardise or extinguish the rights against a third party or parties to which the COMPANY is subrogated, and shall take all necessary steps to preserve such rights.

Any sums or property received by the INSURED that are due to the COMPANY under their rights of subrogation shall be held on trust for the COMPANY and shall, subject in respect of a recovery of the HORSE to the Additional Theft Coverage below, immediately be paid and/or delivered to the COMPANY following receipt.

13. Full Premium if Loss (FPIL) Clause

In the event of loss the Insured agrees to pay to the COMPANY the amount of any difference between the premium paid for this Insurance and the premium calculated at the full annual rate (as set out in the Schedule) for this Insurance.

14. Cancellation

(a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Company's retained premium)

1 month:	20% of annual rate
2 months:	30% of annual rate
3 months:	40% of annual rate
4 months:	50% of annual rate
5 months:	60% of annual rate
6 months:	70% of annual rate
7 months:	75% of annual rate
8 months:	80% of annual rate
9 months:	85% of annual rate
over 9 months:	100% of annual rate

Plus the COMPANY to retain in full any premium for additional risks including but not limited to surgery, transit and foals.

(b) This Insurance may be cancelled by the COMPANY on any of the grounds set forth in the Insurance Contracts Act, 1984 or any amendment thereto by giving written notice to the INSURED at his last-known address to take effect from a date at least three (3) business days after the giving of the notice. In such case the COMPANY shall return the paid premium less the earned portion calculated on a pro rata basis from the date of

such cancellation. Plus the COMPANY to retain in full any premium for additional risks including but not limited to surgery, transit and foals.

- (c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

15. Provided that coverage under this Insurance has been admitted in writing by the COMPANY and the only dispute between the INSURED and the COMPANY is the FAIR MARKET VALUE of the HORSE, and the INSURED agrees to arbitration, then the dispute shall be submitted to and resolved by an arbitrator selected by mutual agreement between the INSURED and the COMPANY, or failing mutual agreement within a reasonable period, by the president for the time being of the Federation of Bloodstock Agents Australia Limited or his nominee.

Such arbitration will be the exclusive remedy available to the parties in order to resolve a dispute as to the FAIR MARKET VALUE of the HORSE. The INSURED, however, may not initiate such arbitration against the COMPANY unless the INSURED has first complied with all material terms and conditions of this Insurance and has given written notice to the COMPANY of his intention to arbitrate within twelve months from the date of loss of the HORSE.

Such arbitrations proceeding shall be held at venues mutually agreed between the INSURED and the COMPANY or failing mutual agreement as determined by the Arbitrators.

All administrative fees and expenses of the Arbitration and the Arbitrators' fees shall be shared equally between the INSURED and the COMPANY, subject to the final apportionment by the Arbitrators in the award. Legal costs and witness fees shall be paid by the party incurring them.

The INSURED and the COMPANY shall both be entitled to discovery prior to any hearings conducted by the Arbitrators. Any disputes arising out of or in connection with such discovery shall be submitted to the Arbitrators for determination.

Any award rendered by the Arbitrators shall be final and binding upon the INSURED and the COMPANY and may be entered in a Court of competent jurisdiction.

- 16.** The COMPANY accepting this Insurance agree that:
- (a) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the COMPANY will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
 - (b) any summons notice or process to be served upon the COMPANY may be served upon:

Hall & Wilcox Lawyers
525 Collins Street, Level 11, Rialto South Tower
MELBOURNE VIC 3000

who has authority to accept service and to appear on the Company 's behalf;
 - (c) if a suit is instituted against any of the COMPANY, all participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.
- 17.** Any terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

Section 2 – Theft

This Insurance also covers the following losses which occur during the period of this Insurance:

- (i) theft of the HORSE; or
- (ii) death or HUMANE DESTRUCTION of the HORSE directly resulting from theft of the HORSE.

BUT, IN ADDITION TO THE PRECEDING TERMS, CONDITIONS AND EXCLUSIONS, THIS ADDITIONAL COVERAGE IS SUBJECT TO THE FOLLOWING:

Additional Exclusions

This Insurance does not cover any loss directly or indirectly arising from the mysterious disappearance, escape or voluntary parting with possession of or ownership (in whole or in part) of or title to the HORSE as a result of the INSURED, or other persons who have care, custody or control of the HORSE, being induced by fraud, trickery or similar false pretences.

Additional Conditions

1. No liability arises under this Insurance for loss of the HORSE by theft until ninety (90) days after the incident is reported to the COMPANY and then only in the event that the HORSE has not been recovered during that period.
2. It is a condition of this Insurance that the INSURED should PROMPTLY report the theft of the HORSE to the COMPANY and to the local Police and follow strictly their recommendations.
3. Should the INSURED pay or promise to pay a ransom or give similar assurances of any such nature to any third party in relation to the HORSE the COMPANY shall be released from all liability under this Insurance.
4. The COMPANY will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the theft, up to but not exceeding the limit of the COMPANY's liability specified in the Schedule.
5. In the event of any payment under this Insurance, the COMPANY reserves the right to take title to and possession of the HORSE if the HORSE is subsequently recovered.
6. In the case of a mare, no coverage is afforded for any embryo within the mare or for any of her foals, unless such embryo or foal is separately insured under this Insurance.