

LIVESTOCK POLICY DOCUMENT



Underwritten by Certain Underwriters at Lloyd's Of London
Agreement Number 2020/HQ/0014
Unique Market Reference Number B07992OUD000014
Version 1



AN AUSTBROKER MEMBER



LIVESTOCK INSURANCE – ALL RISKS OF MORTALITY GUIDANCE NOTES AND KEY POINTS

- Your animal is insured against death from natural causes, as well as destruction on humane grounds if certified by a qualified veterinary surgeon as being justified in order to relieve incurable suffering. Theft coverage is also included.
- The policy does **NOT** give you loss of use cover. You are **NOT** covered if your animal is rendered incapable of carrying out the use for which it is insured, unless of course it dies or is destroyed on humane grounds.
- At inception of cover your animal must be confirmed in sound health with this being documented by either a veterinary certificate or a declaration of health, whichever is requested. Pre-existing conditions that are potentially life threatening will be excluded from cover.

However, at renewal of an annual policy, provided the condition has been notified to insurers, losses arising from it will be insured for a further period of up to 365 days. Your annual policy has been endorsed to include the Twelve Months Extension clause (as shown in your Coverage Summary).

If your policy covers a period of less than twelve months an extension period of 30 days applies. Your policy in such circumstances has been endorsed to include the Extension Clause for Short Term policies (as shown in your Coverage Summary).

- Except as provided for in the applicable extension clauses, once a policy has expired there is no further coverage for any potentially life threatening conditions.
- Your policy is placed as AGREED VALUE, however, you have a responsibility to ensure that the sum insured reflects fair market value.
- If your policy is subject to an excess then the payment of the sum insured or limit of liability in the event of a claim will be reduced by the amount of the excess. This may be expressed as a percentage of the sum insured or limit of liability.
- If your policy is subject to a deductible then the insurers will only pay for the amount of loss or losses which exceeds the deductible. The deductible may be expressed as a percentage of the overall sum insured or limit of liability and will vary depending on the total amount insured. The deductible may be an annual deductible for all losses occurring during the period of insurance.
- FULL PREMIUM IF LOSS (FPIL) In the event of a loss on a animal which you have either added to an existing policy or taken out cover for less than 12 months, you will have not paid the full annual premium on this animal. As such, Underwriters will require the balance of the full premium to be paid prior to the claim being settled.

YOUR EMERGENCY CONTACTS AT HQ INSURANCE

Fergus Deacon	Claims Specialist	Mobile 0413 126 145	Email: fergus@hqinsurance.com.au
Wayne Aldridge	Managing Director	Mobile 0412 333 808	Email: wayne@hqinsurance.com.au
Linda Buckley	Operations Manager	Mobile 0411 307 435	Email: linda@hqinsurance.com.au

FACTORS WHICH AFFECT YOUR PREMIUMS

Factors which affect the level of your premiums include the sum insured or limit of liability you select, your share in the animal(s), the use and location of the animal(s), the age and health of your animal(s), your insurance and claims history and the period you require for the policy. Generally speaking premiums for periods of cover of less than one year are greater than pro rata - the short term premium scale is shown in your policy document. Stable discounts are offered for policies covering more than one animal depending on the overall values insured.

THE POLICY WILL NOT PAY

- For any veterinary fees incurred by you in treating your animal, or post mortem expenses in the event of its death – UNLESS your policy has been extended to include Life Saving Surgery for qualifying expenses (additional premium required).
- For any liability arising from damage or injury caused by your animal.
- If you have your animal destroyed on economic grounds.
- For losses due to terrorism.
- For losses arising directly or indirectly from Avian Influenza.

YOUR RESPONSIBILITIES

In order to make sure that your policy will respond in the event of a claim it is very important that YOU SHOULD NOTIFY US if:-

- It becomes apparent that the sum insured or limit of liability exceeds your animal's fair market value (for example if the highest bid at an auction for your animal falls short of the reserve price and your policy sum insured or limit of liability). You should then instruct us to make the requisite adjustment to the sum insured under the policy.

Conversely you should inform us if you feel the sum insured justifies an increase.

- The use of your animal described in the Coverage Summary changes.
- Your animal is going to move outside the territorial limits shown on the policy.
- You dispose of any interest in your animal.
- Your animal suffers any illness, disease or injury. In such event you must arrange immediately to have it treated by a qualified veterinary surgeon.
- Your animal undergoes any surgical operation including castration within 7 days of such operation taking place.
- Your animal dies. You must then arrange for a full post mortem examination and identification to be carried out.
- Your animal is stolen.

FAILURE TO ACT IN ACCORDANCE WITH THE POLICY CONDITIONS MAY INVALIDATE YOUR POLICY

IMPORTANT – This summary is not a substitute for the Coverage Summary and Policy – it is important that you read the Coverage Summary and Policy. Nothing in these notes prevail over the terms, conditions and exclusions of the Policy

LLOYD'S CERTIFICATE OF INSURANCE

**Effected through HQ Insurance Pty Ltd (Hereinafter called The Coverholder)
Agreement Number – 2020/HQ/0014
Unique Market Reference Number – B07992OUD000014**

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown on the Tax Invoice, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided on the Declaration of Health (where required). You should read this Certificate carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to

Lloyd's Australia Limited
Level 9, 1 O'Connell Street, Sydney NSW 2000
Telephone Number: (02) 8298 0783
Facsimile Number: (02) 8298 0788
Email: idraustralia@lloyds.com

If your dispute remains unresolved after 45 days you will be referred to the **Australian Financial Complaints Authority (AFCA)** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters 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 Underwriters 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 Underwriters may be served upon:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street, Sydney NSW 2000
who has authority to accept service and to appear on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance **IMMEDIATE NOTICE** should be given to:

**HQ Insurance Pty Ltd, Level 10, 1 Elizabeth Plaza, NORTH SYDNEY NSW 2060
Phone +61 2 8913 1640 · Fax +61 2 8569 2065**

This Certificate is issued by the Coverholder shown above in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement as shown on the front page of the policy wording.

CERTIFICATE WORDING

INSURING CLAUSE

- 1.1 We the Underwriters, hereby agree, to the extent and in the manner hereinafter provided, that in the event of the death during the Period of Insurance of any Animal specified in the Schedule caused by Accident as defined hereunder, we will indemnify the Assured in respect of the actual value of such Animal at the time of the Accident causing its death, up to but not exceeding the Limit of Liability specified in the Schedule in respect of such Animal.
- 1.2 For insurance with a period of not less than 11 months, if:-
- 1.2.1 an Accident occurs to any Animal specified in the Schedule during the Period of Insurance; and
 - 1.2.2 the Underwriters acknowledge in writing during the Period of Insurance, receipt of the notice of such Accident; and
 - 1.2.3 the death of such Animal occurs within 30 days after the expiration of this Insurance as a result of such Accident.

we will indemnify the Assured in the same manner and to the same extent as if the death of the Animal occurred during the Period of Insurance.

- 1.3 The word 'Accident' where used in paragraphs 1.1, 1.2.1, 1.2.2 and 1.2.3 above:-
- 1.3.1 shall mean any Accident occurring or illness or disease manifesting itself during the Period of this Insurance;
 - 1.3.2 does not include intentional slaughter unless
 - (a) Underwriters have expressly agreed to the destruction of the Animal; or
 - (b) where an Animal suffers an injury or is afflicted with an excessively painful disease, a qualified veterinary surgeon appointed by the Underwriters shall first have given a certificate that the suffering of that Animal is incurable and so excessive that immediate destruction is imperative for humane reasons; or
 - (c) where an Animal suffers an injury and a qualified veterinary surgeon appointed by the Assured shall first have given a certificate that the suffering of that Animal is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by the Underwriters,and provided that in all such cases (a, b or c) Underwriters have been given the opportunity of having a veterinary surgeon appointed by them to carry out a post- mortem and autopsy examination should they so desire;
 - 1.3.3 does not include death caused directly or indirectly by any surgical operation unless conducted by a qualified veterinary surgeon and certified by him to have been necessitated solely by accident, disease or illness and to have been carried out in an attempt to preserve the Animal's life;
 - 1.3.4 does not include death caused directly or indirectly by the administration of any medication (including any drug, hormone, vitamin, protein or other substance other than unadulterated food and drink) unless by a qualified veterinary surgeon (or experienced personnel directed by him) and certified by the veterinary surgeon to have been of a prophylactic nature or necessitated by Accident, disease or illness;
 - 1.3.5 does not include malicious or wilful injury for which the Assured, his Servants or Agents is responsible.

2. EXCLUSIONS

This Insurance does not cover:

2.1 POISON

Death directly or indirectly caused by, happening through or in the consequence of poison for which the Assured, his Servants or Agents is responsible.

2.2 CONFISCATION, WAR, AND STRIKES

Death directly or indirectly caused by, happening through or in consequence of:

2.2.1 destruction, confiscation or nationalisation or requisition by (or under the order of) any Government or public or local Authority or by any person or body having, or claiming, jurisdiction in the matter, or,

2.2.2 war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riots, strikes, civil commotions.

In any claim, and in any action, suit or proceedings to enforce a claim, for death under this Insurance the burden of proving that the death does not fall within Exclusion 2.1 or 2.2 shall be upon the Assured.

2.3 RADIOACTIVE CONTAMINATION

2.3.1 Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

2.3.2 any legal liability of whatsoever nature;
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

2.4 PRE-EXISTING ILLNESS, INJURY

Any Animal which was not in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of this Insurance unless the Assured was not aware of, or a reasonable person in the circumstances could not be expected to have been aware of, such defect or imperfection in the Animal.

2.5 SALE OR PART WITH POSSESSION

Any Animal of which the Assured is not the sole owner of the share specified in the Schedule and shall cease to cover such share in such Animal immediately the Assured sells it or parts with any interest in it whatsoever whether temporarily or permanently, unless agreed by Underwriters and endorsed hereon.

2.6 OUTSIDE GEOGRAPHICAL LIMITS

Any Animal that does not remain within the Geographical Limits stated in the Schedule (or endorsed thereto) during the whole of the Period of Insurance.

2.7 OTHER USE

Any Animal that is used otherwise than for the Purpose stated in the Schedule (or endorsed thereto) during the whole of the Period of Insurance.

3. CONDITIONS

3.1 NOTICE TO BE GIVEN

The Assured shall inform the Underwriters before:

3.1.1 selling or otherwise parting with any interest whatsoever in the Animal whether temporarily or permanently;

3.1.2 any operation to be performed upon any Animal for castration or spaying;

3.1.3 any Animal is to be taken outside the Geographical Limits stated in the Schedule or endorsed thereto;

3.1.4 any Animal is to be used otherwise than for a purpose as stated in the Schedule or endorsed thereto.

3.2 PUBLIC AUCTION

If any Animal is offered for sale by public auction and that Animal:

- 3.2.1 is not sold at that auction; and
- 3.2.2 fails to attract a bid that is equal to or higher than the Limit of Liability specified in the Schedule herein in respect of such Animal.

The Assured shall inform the Underwriters in writing within seven (7) days so that the Underwriters can determine whether they will cancel this Insurance or reduce the relevant Limit of Liability. In the event that the this insurance is cancelled or the Limit of Liability is reduced, the Assured shall be entitled to a return of the unearned premium, calculated on a pro rata basis from the date of cancellation or reduction in the Limit of Liability, whichever shall be the case.

3. PROPER CARE, AND YOUR DUTY IN EVENT OF ILLNESS OR DEATH The

Assured shall:

- 3.3.1 at all times provide proper care and attention for each Animal, and
- 3.3.2 in the event of any illness, disease, lameness, injury, accident or physical disability whatsoever of or to an Animal, immediately at his own expense employ a qualified veterinary surgeon, and if required by the Underwriters, allow removal for treatment
- 3.3.3 in the event of the death of an Animal, immediately at his own expense arrange for a post-mortem and autopsy examination to be made by a qualified veterinary surgeon, and
- 3.3.4 in the event of 3.3.2 or 3.3.3, immediately give notice by telephone, telegram or fax to the person or persons specified for the purpose in the Schedule, who will instruct a veterinary surgeon on the Underwriters behalf if deemed necessary.

3.4 OTHER INSURANCE

The Assured shall notify the Underwriters if there is in force, or if the Assured effects, during the Period of this Insurance any other insurance in respect of the interest insured by this Insurance in the Animal.

If at the time of the death of an Animal the Assured has any other insurance in force in respect of the Animal, then to the extent permitted at law:

- 3.4.1 the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such Animal, whether or not such other insurance is valid or collectable;
- 3.4.2 in the event that a claim is paid under this Insurance the Assured shall, upon request, provide the Underwriters with all details reasonably required by the Underwriters in connection with such other insurance and co-operate with the Underwriters in their efforts to obtain contribution from such other insurance.

3.5 SUBROGATION

Subject to the provisions of Part w of the Insurance Contracts Act, if the Underwriters become liable for any payment under this Insurance in respect of an Animal the Underwriters shall be subrogated, to the extent of such payment, to all the rights and remedies of the Assured against any party in respect of such Animal and shall be entitled at their own expense to sue in the name of the Assured. The Assured shall give to the Underwriters all such assistance in his power as the Underwriters may require to secure their rights and remedies and, at Underwriters' request, shall execute all documents necessary to enable Underwriters to pursue their rights and remedies.

3.6 FRAUD

Subject to the provisions of the Insurance Contracts Act, if the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance may become void and all claims hereunder be forfeited, or the liability of Underwriters in respect of such claim may be reduced.

3.7 CANCELLATION

This Insurance may be cancelled on the short rate basis set out herein at any time at the written request of the Assured. This Insurance may be cancelled by or on behalf of the Underwriters on any of the grounds specified in Section 60, 61 and 62 of the Insurance Contracts Act and in accordance with Sections 59 and 77 thereof, in which case Underwriters shall be liable to repay a rateable proportion of the premium for the unexpired term of insurance. If a loss is paid on any Animal, no return of premium shall be allowed in respect of such Animal.

3.8 NOTICE TO UNDERWRITERS

Where a provision of this Policy requires notice to be given to the Underwriters it shall be sufficient compliance with that provision if such notice be given to the person or persons specified for the purpose in the Schedule.

3.9 BREACH OF CONDITION

Subject to the provisions of Section 54 of the Insurance Contracts Act, the Underwriters may refuse to pay a claim if the Assured fails to comply with or breaches any of the provisions of the Policy.

3.10 COMPLAINT and/or DISPUTE RESOLUTION

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Assured's Broker or Agent in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with and you are not a wholesale client, you should write to:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street, Sydney NSW 2000
Telephone Number: (02) 8298 0783
Facsimile Number: (02) 8298 0788
Email: idraustralia@lloyds.com

If your claims dispute remains unresolved you will be referred to the Australian **Financial Complaints Authority (AFCA)** under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

3.11 FULL PREMIUM IF LOSS (F.P.I.L.) CLAUSE

In the event of loss the Assured agrees to pay the difference between the premiums paid hereon and the premium calculated at the full annual rate on the amount of this insurance.

SHORT RATE SCALE

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

CERTIFICATE EXTENSIONS

THE FOLLOWING CLAUSES APPLY TO YOUR INSURANCE.

DUE DILIGENCE CLAUSE

The Assured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured, at their own expense.

PART OWNERSHIP CLAUSE

It is condition precedent to any liability of the Underwriters hereunder that, at the commencement of this Insurance, the Insured is the sole owner of each animal hereby insured or, in respect of syndicated or partnership owned animals, the Assured is the sole owner of the stated interest in each animal hereby insured. For the purpose of this clause the term 'sole owner' extends to include the Assured acting as authorised agent for one or more owners of the animal or that stated interest herein.

TERRORISM EXCLUSION ENDORSEMENT NMA2920 08/10/2001

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

LIMITED THEFT AND UNLAWFUL REMOVAL ENDORSEMENT NMA1981A

(For the attachment to Livestock Policies)

In consideration of the premium paid hereon, and subject otherwise to the terms and conditions of this insurance, it is understood and agreed that the Underwriters shall also be liable for

- i theft of the animals listed in the schedule
- ii death directly resulting from theft of the animals listed in the schedule
- iii death or permanent loss of possession of the animals listed in the schedule directly resulting from unlawful removal of the animals listed in the schedule
- iv malicious or wilful castration by or on behalf of those responsible for such unlawful removal of the animals listed in the schedule,

BUT IN NO EVENT DOES THIS EXTENSION COVER

- a) any loss arising from: mysterious disappearance; escape; or voluntary parting of possession or title to the animal(s) as a result of the Assured (or others to whom the animals have been entrusted) being induced by a fraudulent scheme, trickery, or similar false pretences,
- b) consequential loss.

CONDITIONS

1. It is warranted by the Assured that there have been no thefts or attempted thefts of any of his animals, nor threats against him or any of his animals during the twelve months prior to the inception date of coverage under this Endorsement.

2. No liability arises under this Endorsement for loss of the animal by theft or unlawful removal until 90 days after the incident is reported to Underwriters and then only in the event that the animal has not been recovered during that period.
3. It is a condition precedent to any liability of the Underwriters hereunder that the Assured will immediately report any theft or disappearance to the Underwriters, local Police and/or F.B.I., and follow strictly their recommendations, except that in no case shall the Assured pay or promise to pay a ransom, or give similar assurances of any such nature to any third party.

Should the Assured pay or promise to pay a ransom or give similar assurances of any such nature to any third party, no cover in respect of the animal concerned will be given under this Endorsement from midnight, local standard time, preceding the day on which such payment promises to pay or similar assurances have been given.
4. In the event of a loss under this Endorsement Underwriters will not pay more than the actual value of the animal at the time of the loss, not exceeding the Underwriters' liability specified in the schedule in respect of such animal.
5. In the event of any payment under this Endorsement, Underwriters reserve the right to take title and possession of the animal if subsequently recovered.
6. In the case of a female, no cover is given under this endorsement for any embryo within the female nor for any of her offspring unless such embryo or offspring is separately insured hereunder.

AVIAN INFLUENZA EXCLUSION

Subject otherwise to all of the terms, conditions and exclusions of the Policy to which this exclusion is attached, it is understood and agreed that this Insurance does not cover death or intentional slaughter directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 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.
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon. 10/11/2003

CYBER EXCLUSION ENDORSEMENT (Equine and Livestock)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

- i. the use of, or inability to use;
- ii. any error or omission relating to the use of; or
- iii. any hoax or threat relating to the use of;

any application, process or software.

LMA5407
27 November 2019

AGREED VALUE CLAUSE

Subject to the Policy Terms, Conditions and Exclusions if a covered loss occurs the Underwriters will pay the full amount for which that horse is insured under this Insurance at the time of loss.

EQUINE TWELVE MONTHS EXTENSION CLAUSE

(For attachment to L.E. Equine Insurance)

Subject to all of the terms, conditions and exclusions of the Insurance to which this clause is attached, and in consideration of the **RENEWAL OF THIS INSURANCE WITH THE EXPIRING UNDERWRITERS AND OF THE ADDITIONAL PREMIUM PAID**, it is understood and agreed that the 30 day extension period referred to in the "Insuring Agreement" shall be further extended until such time as the accident, injury, illness or disease is no longer life-threatening, but in any case not exceeding a further period of 335 days after the expiration of the original 30 days extension.

SURGICAL OPERATIONS EXTENSION ENDORSEMENT

(For attachment to L.E. Australia)

Subject to all of the terms, conditions and exclusions of the Insurance to which this Endorsement is attached, further subject to the Additional Conditions and terms contained in this Endorsement and in consideration of an additional premium that may be charged, the Insurance is extended to cover death or HUMANE DESTRUCTION of the ANIMAL resulting directly or indirectly from a surgical operation.

ADDITIONAL CONDITIONS

The following are Additional Conditions to liability of the Underwriters under this Endorsement:

1. with the exception of those surgical operations performed in an emergency attempt to save the life of the ANIMAL, the Underwriters must be advised of and consent to any surgical operation to be performed on the ANIMAL in advance of the surgical operation being performed;
2. the surgical operation must be performed by a VETERINARY SURGEON qualified to perform the procedure;
3. with the exception of those surgical operations performed in an emergency attempt to save the life of the ANIMAL, any surgical operation under general anesthesia must be performed at a veterinary clinic, unless certified by a VETERINARY SURGEON that it is in the best interests of the ANIMAL not to be moved to a clinic; and
4. in the event that the ANIMAL manifests any illness, disease, lameness, disability or complication of any kind during or after any surgical operation, the INSURED must immediately and in any event before the expiration of this Insurance give notice of such event to the person or entity specified for the purpose of notification in the Schedule, whether or not the surgical operation was advised to the Underwriters in accordance with Additional Conditions 1. Advising the Underwriters of a surgical operation as required by Additional Condition 1. of this Endorsement shall not constitute satisfaction of this Additional Condition.

Words and terms appearing in all capital letters (other than headings) are defined in the L.E.Australia, of which this Endorsement is part.

LMA5107

29 July 2008

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/19/10

LMA3100



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