

LIVESTOCK INSURANCE

PRODUCT DISCLOSURE STATEMENT AND CERTIFICATE WORDING



A.I.S. Insurance Brokers Pty Ltd
Equine & Livestock Division
137 Moray Street South Melbourne Vic 3205

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**A.I.S. Insurance Brokers Pty Ltd
(hereinafter called the Coverholder)**

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, 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 Proposal Form (or Declaration) the date of which is stated in the Schedule. 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.

DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

INSURANCE CONTRACTS ACT 1984 S.13 AND REGULATION 3

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurers every matter that you know, or could reasonably be expected to know, is relevant to the Insurers decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurers before you renew, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be assumed by the Insurer
- that is of common knowledge
- that your Insurer knows or, in the ordinary course of their business, ought to know
- as to which compliance with your duty is waived by the Insurer.

Your duty of disclosure extends to not only answering the questions on the proposal form, but to all matters which are relevant to the risk, and you must notify the Insurer of changes in the risk between the time of you answering the question on the proposal form and the date the contract of insurance is entered into.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract for a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

Product Disclosure Statement (PDS)

The purpose of the PDS

The purpose of the PDS is to help you understand the insurance Certificate and provide you with sufficient information to enable you to compare and make an informed decision about insurance products. **This PDS covers Livestock Insurance.**

The PDS also sets out the significant features, benefits and risks of this Certificate. You still need to read the Certificate wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared on 7 October 2015.

Who is the Insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "We, Our, Us or Underwriters" are the Insurer(s) of 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 A.I.S. Insurance Brokers.

Who is A.I.S. Insurance Brokers Pty Ltd?

A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS" is the Authorised Representative of the Insurer(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as Your Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If you have any concerns about the Certificate, you should contact AIS in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- In writing at 137 Moray Street, South Melbourne VIC 3205

How you contact us

About a claim - please phone our claims department on 03 8699 8888 or claims@aisinsurance.com.au

About your Certificate - please contact the person with whom you arranged the Certificate.

Significant benefits and features

The Certificate coverage in respect of:

- Death or slaughter on humane grounds of any insured animal, resulting from an injury or illness sustained or contracted and notified during the period of insurance
- Theft or straying during the period of insurance, where the animal is not recovered within 90 days.
- During the period of insurance after prior written agreement, up to \$300 for each insured animal, to cover the cost of advertising for lost or strayed animals and the payment of a reward which leads to recovery.

Significant risks

The risks associated with your Insurance Certificate include:

- Whether the Certificate will provide the cover you require. Cover may not be adequate because the type or amount of cover you require does not match the cover provided by your Certificate.
- *For example*, because you do not satisfy terms and conditions of cover or an exclusion applies, such as you fail to take adequate precautions to protect the health of your animal
If you do not comply with Certificate terms and conditions, for example your duty of disclosure, the insurer can refuse to pay part or all of a claim.

The amount you pay for this insurance

The amount we charge you for this insurance Certificate is the total amount of the premium that we calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on your Certificate of Insurance and is the amount you must pay. If you change your cover in any way, you may be required to pay an additional amount or may be entitled to a refund of premium.

How various factors affect your premium

We consider a number of factors in calculating your premium. The key factors that affect the premium are the type of cover and any optional benefits available that you select. For example, Mortality plus Loss of Use cover for your items will be more expensive than a cover restricted to Mortality only.

The amount of premium that you pay will also depend on the information you give us about your items and the other factors.

How to apply for insurance

Complete and submit our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance.

Your duty of disclosure

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance cover. Details about disclosure information are shown in the Certificate wording under "Duty of Disclosure".

How to make a claim

As soon as practically possible after an accident or event that causes the loss or damage, you must first:

- In the event of death
 - as soon as practically possible notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or email;
 - have a post-mortem examination completed and an autopsy report prepared, at your expense, by a licensed veterinarian approved by A.I.S. Insurance Brokers Pty Ltd and
 - provide A.I.S. Insurance Brokers Pty Ltd, within 60 days, a copy of the post-mortem examination and autopsy report and your signed proof of loss.
- In the Event of Theft, Straying or Malicious Damage make a report to the police:

Contact A.I.S. Insurance Brokers Pty Ltd and explain what happened. We will advise you of the claims process and assist you through the next steps.

How a claim payment is calculated

We will pay a sum not exceeding the market value of your animal shown in the schedule at the time of loss or the sum insured shown in the schedule, whichever is the lower.

Taxation information

This insurance Certificate is subject to GST.

If you are registered for GST purposes, you may be able to claim an Input Tax Credit in respect of the GST we collect from you. There may be other taxation implications affecting you depending on your circumstances. If you are unsure about the taxation implications of your Certificate you should seek advice from your accountant or tax professional.

Cooling off

You have the right to cancel and return the insurance contract by notifying Us in writing, by email or by telephone within 14 days of the date it was issued to you (the "cooling off period") unless you make a claim under the contract within the cooling off period. If you cancel it in this time, we will return to you any premium you have paid us. To cancel at other times, please see General Conditions of the Certificate.

Code of Practice

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. Details of the Code of Practice can be accessed at www.codeofpractice.com.au.

Underwriters are not a signatory to the Code but we support its aims to improve standards, by:

- Creating "plain English" certificates which everyone can understand
- Providing ongoing training to our employees and Authorised Representatives so that they can provide better service to you
- Providing you with better claims handling and dispute resolution

Resolving your Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by Certain Underwriters at Lloyd's or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

Any dispute should be referred to: the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen, who will review the information and give you a response within three working days.

If you are not satisfied with the response, please either telephone or write to:

Lloyd's Underwriting General Representative
Level 9, 1 O'Connell Street, Sydney NSW, 2000
Telephone Number: (02) 8298 0700
Facsimile Number: (02) 8298 0788

You will receive an acknowledgement from the Disputes Resolution Committee within five working days. You will receive a response within fifteen working days of our receiving this or any additional information.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at GPO Box 3, Melbourne VIC 3001 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

CERTIFICATE DOCUMENT

IMPORTANT NOTES

- 1) **The health of your animal**
When cover commences your animal must be in sound health and free from any illness, disease, injury or physical disability.
- 2) **Compliance with veterinary advice**
If your animal is ill or has an accident, it is your duty as soon as practically possible to seek the advice of your veterinary surgeon, and notify us by telephone, email or fax. You must then follow the recommendations made by the attending veterinary surgeon or of any second opinion as to treatment, rest and rehabilitation. You must also forward a report by the attending veterinary surgeon on the condition of the animal to us as soon as practically possible. Should any animal die, you must arrange for a veterinary surgeon to certify the cause of death by post-mortem examination unless otherwise agreed upon by both parties.
- 3) **Limitations as to use**
Your animal must not be used for any purpose other than that included under the use of animal as shown in the schedule without our prior written consent.
- 4) **Insurer**
AIS Insurance Brokers Pty Ltd is NOT the Insurer to this contract and is not liable for any loss or claim. The Insurance Companies are clearly shown on the schedule attached to this document.

SECTION 1 - MORTALITY

COVER PROVIDED

We will pay up to the sum insured specified in the schedule in the event of the death or slaughter on humane grounds of any insured animal, resulting from an injury, illness, accident or disease sustained or contracted and notified during the period of insurance; provided death or slaughter on humane grounds occurs during the same period of insurance or within 30 days of the expiry date.

SETTLEMENT OF CLAIMS

We will pay a sum not exceeding the market value of your animal shown in the schedule at the time of loss or the sum insured shown in the schedule whichever is the lower.

Where payment is to be made in settlement of a claim and any other party (ies) has / have an interest in your animal then payment may be made to such party (ies) to the extent of that interest whose discharge in respect to such payment will be full and final to us in respect of that interest.

EXCLUSIONS

This section does not insure:

- 1) slaughter without our consent or the opinion of a qualified veterinary surgeon that as soon as practically possible slaughter is required for humane reasons;
- 2) destruction under the order of any government, local authority or any other body having jurisdiction;
- 3) any surgical operation, unless carried out by a qualified veterinary surgeon as soon as practically possible in an attempt to save the life of an insured animal, or unless previously agreed upon by both parties;
- 4) the use of any insured animal for any purpose other than that specified in the schedule or in endorsements to the schedule;
- 5) the administration of drugs or medication unless required because of accident, illness or disease and administered by, or at the direction of a qualified veterinary surgeon;
- 6) intentional or wilful injury by you, your family or employees;
- 7) unfitness or incapacity to fulfil the functions or duties for which the animal is kept;
- 8) wilful neglect or unskilled treatment;
- 9) Anthrax, Anaplasmosis, Babesiosis, Footrot, Johnes Disease, Pleuro Pneumonia, Swine fever, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis, Foot and Mouth Disease, Bovine Spongiform Encephalopathy (BSE or Mad Cow Disease), Brucellosis.

SECTION 2 - THEFT OR STRAYING

COVER PROVIDED

We will pay up to the sum insured specified in the schedule following the loss of any insured animal by theft, or straying during the period of insurance where the animal is not recovered within 90 days.

During the period of insurance after prior written agreement, up to \$300 for each insured animal, to cover the cost of advertising for lost or strayed animals and the payment of a reward which leads to recovery.

In the event of theft or attempted theft of any insured animal, you must as soon as practically possible notify a local police station and comply with their instructions.

SETTLEMENT OF CLAIMS

We will pay a sum not exceeding the market value of your animal shown in the schedule at the time of loss or the sum insured shown in the schedule whichever is the lower.

Where payment is to be made in settlement of a claim and any other party (ies) has / have an interest in your animal then payment may be made to such party (ies) to the extent of that interest whose discharge in respect to such payment will be full and final to us in respect of that interest.

SECTION 3 - LOSS OF USE – BREEDING **Only applicable if shown on the Certificate**

The definition of loss is hereby extended to include permanent and total impotency or infertility or permanent incapability of natural service as a result of an accident caused solely and directly by violent external and visible means or illness or disease;

PROVIDED THAT

- a) In the case of illness or disease a period of three calendar months has elapsed from the date of notification of the condition of Your Animal(s) to Us
- b) You produce evidence satisfactory to Us of the condition of Your Animal(s)
- c) The total amount payable will be the market value of Your Animal(s) or the Sum Insured whichever is the lower from which will be deducted the sum realised –
 - 1) from the disposal of Your Animal(s); and
 - 2) under any guarantee of fertility furnished by a vendor at the time of Your purchase of the Animal(s)

GENERAL CONDITIONS **Applicable to all sections of the Certificate**

- 1) This Certificate and the schedule shall read as one contract.
 - 2) An insured animal must not be used for any purpose other than those included in the schedule without our written consent.
 - 3) Unless otherwise endorsed, we will not be liable for any claim on an animal that is removed from the Commonwealth of Australia or New Zealand.
 - 4) Unless otherwise endorsed, we are not liable for any claim on an animal that was not sound or healthy on the effective date of this Certificate.
 - 5) If this Certificate is issued on an annual basis our liability will be extended to cover death which occurs within 30 days after the Certificate terminates and as a result of a covered accident, illness or disease that occurred during the term of the Certificate and you reported the occurrence to us before the Certificate expired.
 - 6) It is your duty to dispose of the remains of the animal at your expense and with our approval.
 - 7) If we consent to the sale or slaughter of any animal for food or any other purpose, our liability will be reduced by any amount that you receive.
 - 8) During the Certificate period, you must see to it that the animal receives proper care according to its age, sex, breed and use:
 - i) In case of death of an animal, you must:
 - a) as soon as practically possible notify AIS Insurance Brokers Pty Ltd by telephone, facsimile or email;
 - b) have a post-mortem examination done, at your expense, by a licensed veterinarian approved by AIS Insurance Brokers Pty Ltd; and
 - c) give us, within 60 days, a copy of the post-mortem examination and your signed proof of loss.
 - ii) In case of theft of an animal, you must:
 - a) as soon as practically possible notify AIS Insurance Brokers Pty Ltd by telephone, facsimile or email; and
 - b) as soon as practically possible notify the local police.
 - iii) In case of any investigation you must co-operate by:
 - a) giving us any relevant records or documents we might need;
 - b) if it is within your power, have any persons with knowledge of the death or theft submit to an examination under oath.
- If you do not comply with any of these duties we may not be liable to pay your claim.

- 9) Insurance will cease on any animal in which you have, temporarily or permanently, given up all or part of your ownership rights by sale, lease or any other reason.
- 10) The proceeds or any other interest in this Certificate may not be assigned to any other party.
- 11) If we pay a claim under this Certificate, you agree to:
 - i) assign us your rights and remedies against any other party;
 - ii) execute all documents required to effect such assignment of your rights; and
 - iii) give us the right to sue in your name at our expense.

12) No agent can change this Certificate or alter its terms. Its terms may not be changed or waived unless we issue an endorsement.

13) In deciding to accept this policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all Claims; and
- (c) retain the premium.

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any Claim and return the premium You have paid, if We would not have provided You with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- (iii) reduce the amount We pay on any Claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding Claim and (ii) and/or (iii) apply, We will have the right to:

- (1) give You thirty (30) days' notice that We are terminating this policy; or
- (2) give You notice that We will treat this policy and any future Claim in accordance with (ii) and/or (iii), in which case You may then give Us thirty (30) days' notice that You are terminating this policy.

If this policy is terminated in accordance with (1) or (2), We will refund any premium due to You in respect of the balance of the Period of Insurance.

14) Fraud

If You, or anyone acting for You, makes a Claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, We will not pay any part of Your Claim or any other Claim You have made or may make under this policy. In addition, We will have the right to:

- i. treat this policy as if it never existed, or at Our option terminate this policy, without returning any premium that You have paid;
- ii. recover from You any amounts that We have paid in respect of any Claim, whether such Claim was made before or after the fraudulent Claim; and
- iii. refuse any other benefit under this policy.

15) Change in Circumstances

You must tell Your Broker within fourteen (14) days of Your becoming aware of any changes in the information You have provided to Us which happen before or during any Period of Insurance. If You become aware that the information You have given Us is inaccurate, You should inform Your Broker as soon as practicably possible.

When We are notified of a change We will tell You if this affects this Policy. For example We may cancel this Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of this Policy or require You to pay more for this insurance. If You do not inform Us about a change it may affect any claim You make or could result in this insurance being invalid.

16) Cancellation and Cooling-Off Period

Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this Policy and any Extension(s) or Endorsement(s) which are intended to provide You with cover for longer than one (1) month by notifying Us in writing, by email or by telephone within fourteen (14) days of either:

- i. the date You receive this Policy (or the relevant Extension(s) or Endorsement(s)); or
 - ii. the start of the Period of Insurance (or the start of cover under the relevant Extension(s) or Endorsement(s));
- whichever is the later.

We will provide a full refund of any premium paid unless You have made a Claim in which case the full annual premium is due.

We will not return premium for this Policy and any Extension(s) or Endorsement(s) in respect of cover provided for less than one (1) month.

Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this Policy and any Extension(s) or Endorsement(s) which are intended to provide You with cover for longer than one (1) month after the cooling-off period by notifying Us in writing, by email or by telephone. Any return of premium due to You will be calculated at a proportional daily rate depending on how long this Policy and any Extension(s) or Endorsement(s) has been in force unless You have made a claim in which case the full annual premium is due.

No Extension(s) or Endorsement(s) which are intended to provide You with cover for longer than one (1) month after the cooling-off period can be cancelled unless the main Policy is also cancelled.

Our Right to Cancel

We can cancel this Policy and any Extension(s) or Endorsement(s) at any time by giving you thirty (30) days' notice in writing, by email or by telephone (including during the Cooling off Period). We will only do this for a valid reason including, for example:

- i. Non-payment of premium;
- ii. A change in risk occurring which means that We can no longer provide You with insurance cover;
- iii. Failure to supply information or documentation We have asked You to provide in the Proposal Form;
- iv. Failure to provide a Veterinary Certificate if We have asked for one.

Any return of premium due to You will be calculated at a proportional daily rate depending on how long this Policy and any Extension(s) or Endorsement(s) has been in force unless You have made a claim in which case the full annual premium is due.

If any claim is paid on any Animal insured whether by settlement, compromise or otherwise, no return of premium shall be allowed. An administration fee will be charged if You cancel this contract of insurance. The administration fee will be specified in the Schedule.

GENERAL DEFINITIONS

Applicable to all sections of the Certificate

Certain words in this Policy have a specific meaning. The definitions of such words are detailed below in bold type. Where a word has been defined, the definition will apply wherever that word appears in this Policy.

Agreed Value

means the Sum Insured specified in the Schedule of the Animals insured provided that We have:

1. accepted in writing a written valuation of the Animals; or
2. accepted in writing the purchase price and training certificates of the Animals as the value of the Animals.

Animal or Animals

means any animal or animals specified in the Schedule, which shall include any whole or part financial interest therein, to the extent of such interest.

Deductible

means the amount specified as such in the Schedule which You are responsible for as the first part of every claim.

Endorsement(s)

means a change in the terms and conditions of this contract of insurance that can extend or restrict cover.

Extension(s)

means the additional coverage You selected as enhancement(s) to this existing Policy for which additional premium will be charged. These extension(s) are specified in the Schedule attached and explained at the end of this document.

Humane Destruction

means that the Animal incurs an injury or is afflicted with an excessively painful illness, and/or disease, and a Veterinary Surgeon appointed by Us shall first have given a veterinary certificate that the suffering of the Animal is incurable and so excessive that immediate destruction is imperative for humane reasons; or

that the Animal incurs an injury and a Veterinary Surgeon appointed by You shall first have given a certificate that the suffering of the Animal is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a Veterinary Surgeon by Us.

Market value

means the lesser of the Sum Insured per Animal in respect of that type of Animal as specified in the Schedule; and 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 relevant facts.

Medication

means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the Animal under the direction of a Veterinary Surgeon for the benefit of the Animal.

Period of Insurance

means the length of time for which this Policy is in force, as specified in the Schedule.

Post-mortem

means the examination of the Animal after its death, which shall include a necropsy examination, made by a Veterinary Surgeon including, for example establishing the identity, the cause of death or the reason for the Humane Destruction of the Animal.

Policy

means this document which includes the Schedule and any Extension or Endorsement.

Schedule

the document showing Your details, the Sum Insured, and the Period of Insurance and notes any Endorsement(s) and Extension(s) which may apply to this Policy.

Territorial Limits

means the Territorial Limits specified in the Schedule.

Use

means the use of the Animal(s) as specified in the Schedule, namely breeding or milk production.

Veterinary Surgeon or Veterinarian

means a Veterinary Surgeon or Veterinarian with a currently valid licence, issued by the appropriate governing agency in the Territory(ies) where any Animal(s) insured are located, allowing them to practise veterinary medicine.

We / Us / Our

Certain Underwriters at Lloyd's hereinafter called "We, Our, Us or Underwriters" are the Insurer(s) of 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 A.I.S. Insurance Brokers

You / Your / Insured

the partnership, corporation, organisation or person(s) specified in the Schedule.

GENERAL EXCLUSIONS

Applicable to all sections of the Certificate

This Certificate does not insure:

- a. loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any indirect loss; for example: any increased business expense or loss of profit or earnings resulting from accident, injury, illness or disease or death or humane destruction;
- b. any legal liability directly or indirectly caused by or contributed to, by, or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
- c. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds death or Humane Destruction directly or indirectly caused by, happening through, in consequence of or contributed to by or arising from the use or operation, as a means of inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.

ELECTRONIC DATE RECOGNITION EXCLUSION (E.D.R.E.)

This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

AVIAN INFLUENZA EXCLUSION

This Insurance does not cover death or humane destruction directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

WAR AND CIVIL WAR EXCLUSION

This certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

SANCTION LIMITATION AND EXCLUSION

No insurer shall provide cover and no 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 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.

TERRORISM EXCLUSION ENDORSEMENT

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, for example 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CERTIFICATE PROVISIONS

Applicable to all sections of the Certificate

1. SIGNATURE REQUIRED

This Certificate shall not be valid unless signed by A.I.S. Insurance Brokers Pty Ltd on behalf of Underwriters nominated in the schedule.

2. CORRESPONDENT NOT INSURED

A.I.S. Insurance Brokers Pty Ltd is not an Underwriter hereunder and shall not be liable for any loss or claim whatsoever.

3. COMPLAINTS PROCEDURE

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by Certain Underwriters at Lloyd's or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you. Any dispute should be referred to the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen, who will review the information and give you a response within three working days.

If you are not satisfied with the response, please either telephone or write to:

Lloyd's Underwriting General Representative
Level 9, 1 O'Connell Street, Sydney NSW, 2000
Telephone Number: (02) 8298 0700
Facsimile Number: (02) 8298 0788

You will receive an acknowledgement from the Disputes Resolution Committee within five working days. You will receive a response within fifteen working days of our receiving this or any additional information.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at GPO Box 3, Melbourne VIC 3001 on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

4. SERVICES OF SUIT

Underwriters agree that:

- In the event of a dispute arising under the insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia or New Zealand. Such dispute shall be determined in accordance with the law and practice applicable in such court.
- Any summons notice or process to be served upon Underwriters may be served upon :-
Anderson Rice, Level 10, 555 Lonsdale Street, Melbourne, Victoria 3000, Australia
who have the authority to accept services and enter an appearance on the Underwriter's behalf.
- If a suit is instituted against Underwriters, Underwriters hereon will abide by the final decision of such court or any competent appellate court

5. SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read to reference of contracts in the plural.

6. LAW / JURISDICTION / DISPUTES CLAUSE

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by Australian law.

Both parties must use their best efforts to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith;

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

- (a) Following either a mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and shall be determined in accordance with the law and practice applicable in such Court.

Any summons, notice or process to be served upon 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 Underwriters' behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

- (b) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the policy while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.
- (c) Each party must use its reasonable efforts to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is minimal effect on the ability of either party to perform its obligations under the policy.
- (d) Either party may at any time commence Court proceedings in relation to any dispute or Claim arising under, or in connection with the policy where the party seeks urgent interlocutory relief

7. POLICY FORMAT

Upon request we can provide braille, audio or large print versions of the policy and the associated documentation including the 'Key facts' document. If you require an alternative format you should contact your broker through whom this policy was arranged

8. UNITED KINGDOM DATA PROTECTION

Any information you have provided will be dealt with by us in compliance with the provisions of the United Kingdom Data Protection Act 1998. For the purpose of providing this insurance and handling of any claims or complaints, we may need to transfer to other parties certain information which you have provided to us.

9. RIGHTS OF THIRD PARTIES

A person who is not a party to this contract has no right under the United Kingdom Contracts (Rights of Third Parties) Act 2010 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this contract of insurance. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

December 2016