



PRODUCT DISCLOSURE STATEMENT (PDS)

EQUESTRIAN PACKAGE

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001. Before you decide to buy insurance from us, please read this PDS thoroughly and keep it, together with your policy wording when issued, in a safe place.

What is a PDS?

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, rights and information about how the insurance premium is calculated. You still need to read the policy wording for a full description of the terms, conditions and limitations of the insurance policy when it is issued.

Livestock Insurance is Unique Insurance

Livestock Insurance is different to other types of insurance products. Firstly, you are covering a living animal with a mind of its own and it is therefore classified as high risk insurance. Secondly, all livestock policies are for a fixed period and are not renewed. After each period the insurer may, or may not, offer insurance for a new period.

Who are Logan Livestock Insurance Agency Pty Ltd (LLIA)?

LLIA is a Registered Insurance Broker with the Australian Securities and Investments Commission. Their ABN number is 81 001 826 204 and the Australian Financial Service Licence number is 238959. They were incorporated in 1981 and the Logan name has been involved in insurance broking since 1962.

In respect of this policy LLIA acts as agent of the insurance company under a binding authority granted by Syndicate XLC2003 (Underwriters) at Lloyd's of London (Lloyd's). The binder agreement authorises LLIA to accept risks under certain terms and conditions or with referral to the Underwriters. In this regard they are acting on behalf of the Underwriters and not the insured. LLIA have authority to issue the policy but no authority in respect of agreement or settlement of claims. All claims are submitted to the Underwrites for agreement.

Further details on LLIA can be found in the Financial Services Guide or their website www.logans.com.au.

Who is the Insurer (Underwriter)?

The Underwriter is noted on the interim cover notice. Under the binder arrangement the insurers are Syndicate XLC2003 at Lloyd's of London. Lloyd's of London are authorised to conduct insurance business in Australia under the Insurance Act 1973 (Cth). Lloyd's is a member of the Australian Financial Complaints Authority and supports the General Insurance Code of Conduct.

Your Privacy

Personal information we collect from or about you is for the purpose of your insurance. Such information may be disclosed to and/or collected from others in the course of that insurance eg for underwriting, claims, veterinary history, statistics and payment. You can choose not to provide personal information; however we may be unable to provide insurance cover or process claims. Please contact us to obtain a copy of our Privacy Policy or should you may wish to update or access the information, we hold about you

Your Duty of Disclosure

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, complies with the Duty of Disclosure. You should also make enquiries of the person/s who have care of the animal in regard to its health and welfare. The information you disclose is used to underwrite the policy, ensure the cover is appropriate, determine the premium or decline cover. This duty extends until cover is issued and at expiry before entering into a new policy period. In any event livestock policies require notification of any illness or injury at the time it occurs during the policy period.

If you are completing the documentation on behalf of others, please ensure that they are aware and comply with the duty of disclosure so that you may notify us in the completed documentation.

Misrepresentation goes hand in hand with your Duty of Disclosure. Not giving enough information or embellishing information when it is known to be wrong can have the same effect as non-disclosure.

It is important to answer all questions honestly and completely e.g. claims history, cancellation, avoidance, refusal to renew, any unusual features of the risk that may increase the likelihood or cause a claim or changes in the risk at expiry before entering a new period of insurance.

If there are any changes in the risk before returning the documentation, then this must be disclosed in the documentation.

If in doubt it is better to discuss with us. We can then assist in determining what needs to be disclosed.

Duty of Disclosure Notice

Your Duty of Disclosure (LMA9108)

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

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

You do not need to tell us anything that:

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

If you do not tell us relevant information

If you do not tell us everything you are required to, your contract may be cancelled or it may reduce the amount you will be paid if you make a claim, or both. If your failure to tell us is fraudulent, the claim may be refused, and the contract treated as if it never existed.

How to Apply for Insurance

Complete our application/proposal form. If we or the insurance company accept your application and accompanying documentation, you will receive a schedule and policy wording that sets out details of the insurance you have taken out.

Cost of the Policy and Paying for Insurance

The cost of your policy is detailed within the coverage schedule. The cost is made up of your premium plus any applicable government taxes and charges, and any administration fees. Payment for the policy must be made to LLIA. LLIA may receive a commission for their services. If you place your insurance through an insurance broker or other introducer, they may also receive some of the commission or fee following your purchase of the policy.

What Happens if you Do Not Pay the Cost of Your Policy?

We will cancel any part of the policy if you have failed to pay all or part of the premium.

Taxation Information

LLIA shows all taxes and charges as separate items on all schedules (e.g. Stamp Duty and Goods & Services Tax).

Pre-Existing Injuries and Illnesses

The policy is not designed to cover pre-existing conditions. An exclusion will apply for any pre-existing injury or illness.

Notification in the event of illness, injury or death

If your animal is found ill, injured or dead, you must notify LLIA *immediately*

How to Notify of an Injury or Illness or Make a Claim

To notify of an injury or illness or make a claim please contact Logan Livestock Insurance Agency Pty Ltd *immediately* on

Ph: 02 9909 1499 • Richard Logan on 0418 244 345 • postmaster@logans.com.au

Extension Period

A policy with a period of 12 months or more provides, in certain cases, an extension period of 90 days after the policy expiry date. For this extension to apply, the animal must firstly be injured or become ill within the policy period and also, LLIA must be notified of the illness or injury prior to the policy expiry date. In such case, a claim can be lodged if the animal dies during the 90 day extension period as a result of the particular, notified illness or injury. For policies with periods less than 12 months no extension period would apply.

Cancellation

In the event of cancellation of the policy by the insured a short rate cancellation scale will apply or a minimum premium of \$200 will apply, whichever is the greater. The short rate scale is detailed in the policy. LLIA will also retain its remuneration.

Significant Features and Benefits

- Cover is for death, humane destruction or theft of your animal.
- 24-hour emergency phone line through LLIA.
- Current value of the animal at the time of the loss, or the sum insured, whichever is the lesser.
- Optional endorsements/additional cover for an extra cost and fulfilment of the underwriter's criteria in regards to suitability and necessary documentation –
 - Legal Liability.
 - Veterinary Fees.
 - Stallion Total and Permanent Breeding Incapacity
 - Saddlery and Tack
- Australia and New Zealand including transits - geographical limits.
- No loss sharing penalty for under insurance.

This list summarises some of the significant features and benefits. Please refer to the full policy wording.

Significant Exclusions

Under some circumstances the policy will not provide any insurance cover to you, for example:

- Poisoning of the animal by the insured or their servants/representatives.
- Confiscation, war and strikes.
- Radioactive contamination.
- Pre-existing illness or injury of the animal.
- Coverage after the animal has been sold or given away.
- Outside the geographical limits of Australia or New Zealand.
- Use of the animal for a purpose other than noted on the policy.
- Terrorism.
- Avian Influenza or a mutant variant.
- Hendra Virus if the horse is not vaccinated.

This list does not detail every exclusion in the policy. Please refer to the full policy wording.

Significant Conditions and Risks

- Notice to be given to LLIA when selling or parting with, the animal.
- Notice to be given to LLIA before any surgical operation on the animal.
- Notice to be given to LLIA where an animal suffers an injury or illness.
- If the animal goes through a public auction and fails to attract a bid which is higher than the sum insured, then the maximum liability is the highest bid.
- The insured shall at all times provide proper care and attention for the animal, including veterinary treatment.
- In the event of the death of the animal the insured must arrange a post mortem and autopsy by a qualified Veterinarian that identifies the horse and cause of death and notify LLIA immediately.
- The policy does not cover intentional slaughter except in specific cases which are defined in the policy wording.
- In the event of a claim where the premium paid is for a period less than 12 months, the full annual premium is required to be paid

This list does not detail every condition and risk of the policy. Please refer to the full policy wording.

What to do if you have a complaint or dispute

In the first instance we need to determine whether the complaint or dispute is against the Underwriter or Logans. Once this is determined then there is a process that must be followed. Logans belongs to the Australian Financial Complaints Authority (AFCA). Our **Financial Services Guide** has more detailed information and is located in the document section of our website. In any event if you have a complaint or dispute the first person to contact is our principal, Richard Logan on 0418 244 345