

Affinity Horse Float & Gooseneck Insurance

Underwritten by: Liberty Specialty Markets

Policy Form LIBERTY-EQ-HFG-19-10



Liberty
Specialty Markets



AFFINITY
EQUINE INSURANCE

About Affinity Insurance Brokers

Affinity Risk Partners (Brokers) Pty Ltd trading as Affinity Insurance Brokers (ABN 15 091 944 580) (AFS Licence No. 241185) (“Affinity”) is a wholly owned subsidiary of Aon Holdings Australia Limited ABN 33 000 435 218 (“Aon”) and forms part of the Aon group of companies. Affinity has long standing relationships with many thousands of businesses, groups, associations and private individuals. Affinity sources insurance products from many of Australia’s and the world’s leading insurance companies.

Affinity and Liberty Specialty Markets are parties to an Intermediary Agreement in which Liberty Specialty Markets authorises Affinity to issue this Horse Float & Gooseneck Insurance Policy on Liberty Specialty Market’s behalf.

What We do

Affinity offers a total customer service centre that manages all aspects of Affinity’s clients’ insurance requirements. This includes:

- Identifying and meeting industry-based customer needs through innovative approaches to tailored products and services;
- Strong and effective strategic alliances with suppliers and industries;
- Utilising Affinity’s extensive network to offer the same consistent personal service to national and local clients; and
- Utilising a national customer service centre, providing a seamless service for all of Affinity’s customer needs.

Our company profile

Affinity was founded on a simple philosophy of providing quality and innovative insurance solutions for the benefit of members of groups, associations, affinity bodies and private individuals. Affinity strives to provide its clients with competitive cover and security backed by fast, efficient and fair claims management services.

Affinity’s staff are experienced and well trained to respond to our customers’ needs. Our membership of the National Insurance Brokers Association of Australia (“NIBA”), means that we are supportive of the only body in Australia representing professional Insurance Brokers. NIBA has more than 500 member firms who handle over 90% of all Premiums transacted by licensed Insurance Brokers in this country.

Important information about Affinity’s services including advice

The financial services provided by Affinity in connection with **Your Policy** are provided in accordance with Affinity’s Australian Financial Services Licence for and on behalf of the product issuer, Liberty Specialty Markets. Please refer to the Financial Services Guide (“FSG”) Affinity will give to you for details about the types of financial services Affinity provides.

Any financial product advice provided by Affinity relating to this **Policy** is general, and does not take into account **Your** financial situation, needs and objectives. For this reason, before **You** act on Affinity’s advice, **You** should consider the appropriateness of the advice taking into account **Your** financial situation, needs and objectives.

Before **You** make any decisions about whether to acquire this **Policy**, Affinity recommends that **You** read this PDS and the FSG carefully.

This PDS is important

Preparation date: 17 October, 2019. This Product Disclosure Statement (PDS) contains two parts:

- Important Information – contains general information about **Your** insurance **Policy**; and
- **Policy** Wording – contains terms and conditions of **Your** insurance **Policy**.

Please read this PDS before applying for insurance. If **We** accept **Your** application for insurance, **You** will receive a **Schedule of Insurance** that sets out details of the insurance **You** have taken out. If **You** need more information about this PDS or **Your Policy**, please contact Affinity:

Phone: +61 3 8587 7777
Fax: +61 3 8587 7700
Location: Level 1/1265 Nepean Hwy, Cheltenham Vic Australia 3192
Postal: Po Box 601 Moorabbin VIC 3189
Email: equine@affinityib.com.au

Contents

Important Information.....	4
How to resolve a complaint or dispute.....	7
How We Protect Your privacy.....	8
Policy Wording.....	10
Definitions.....	11
Section 1 – Own Damage.....	12
Section 2 – Legal Liability.....	17
Section 3 – General Conditions.....	19
Section 4 – Claims Conditions.....	21
Section 5 – General Exclusions Applicable to All Sections of this Policy.....	22

Important Information

The purpose of this PDS

The PDS has been prepared to assist **You** in understanding **Your** Affinity Horse Float and Gooseneck **Policy** and making an informed choice about **Your** insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the **Policy**. The **Policy** terms and conditions are set out in this PDS under the heading 'Policy Wording'.

To determine if this insurance is appropriate for **You**, it is important that **You** read this PDS and **Policy** Wording carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that **We** are providing **You**. If **You** do not fully understand anything which is in this **Policy**, please contact Affinity and **We** will clarify the situation.

The **Policy** provides some covers which may be provided to **You** as a retail client under the Corporations Act 2001 ("the Act") depending on **Your** circumstances. Only the parts of this **Policy** relevant to cover provided to **You** as a retail client and any other documents **We** tell **You** are included, make up the PDS for the purposes of the Act.

In this PDS, the Insurer and Affinity are referred to as **We**, **Us**, or **Our** where the context permits.

Who is the insurer?

Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited) ("Liberty"). Liberty operates in Australia as a branch and is authorised by the Australian Prudential Regulation Authority ("APRA") to write general insurance business in Australia.

Liberty Mutual AGM

Liberty is a branch of Liberty Mutual Insurance Company ("LMIC"), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. ("LMHC"), a Massachusetts mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com, or by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

Liberty's Contact Details

Website: <https://www.libertyspecialtymarkets.com.au/>

Location: Level 38, Governor Phillip Tower 1 Farrer Place, Sydney NSW 2000

Tel: +61 2 8298 5800

Electronic Communications

We may communicate with you electronically via email, text or SMS at the contact details you have provided to **Us**.

Binder Disclosure

This insurance **Policy** is sold, marketed and administered by Affinity.

In arranging this **Policy**, Affinity is acting under binding agreement from Liberty. When acting under a binder, Affinity will be acting under an authority given to it by Liberty and will be effecting the insurance contract as agent of Liberty and not as **Your** agent. Affinity's binder arrangement with Liberty is such that Affinity will remain **Your** agent in the handling of any claim.

Remuneration

Affinity receives remuneration from Liberty when Affinity issues, renews or varies a **Policy** that Affinity or an intermediary has arranged, or which has been referred to Affinity. The type and amount of remuneration varies and may include commission and other payments. If **You** require more information about remuneration Affinity may receive or pay to its intermediaries, **You** should ask Affinity.

Applying for cover

When **You** apply for this insurance, **You** will need to complete a proposal form. **We** will use and rely on the information supplied by **You** to decide the terms of cover **We** will provide. **We** provide cover to **You** on the terms contained in this document and the **Schedule of Insurance** that **We** issued to **You**.

The **Schedule of Insurance** will contain important information relevant to **Your** insurance including the **Period of Insurance**, **Your Premium**, details of **Your** property, the excess(es) that will apply to **You** and others and whether any standard terms have been varied by way of endorsement.

All of these make up **Your "Policy"** with **Us**. **You** need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items **You** insure.

Before expiry, **We** will send **You** a renewal notice which tells **You** whether **We** will renew and on what terms.

Summary of cover and other significant matters

Horse Float and Gooseneck Coverage

Your Policy provides cover for loss or damage to the insured **Trailer**, including theft, up to the **sum insured** which appears on the **Schedule of Insurance**. In the event of total loss or destruction of the insured **Trailer**, **We** reserve the right to either cash settle you or replace the insured **Trailer**. In either case, the basis of settlement will be the cost to **Us** of replacing the insured **Trailer** on a like for like basis.

Your Policy includes cover for damages, claimant's costs and expenses that **You** become legally liable to pay compensation for, which has resulted from **Bodily Injury** or property damage, caused by or arising in connection with the **Trailer** described in the **Schedule of Insurance**. **We** will also pay costs and expenses incurred with **Our** prior written consent.

Significant risks

You need to make sure that the cover provided by this insurance is appropriate for **Your** requirements. **We** only provide cover up to the amount(s) and the limit(s) and sum(s) insured specified in **Your Schedule of Insurance** and **Policy**, subject to the **Policy** terms, conditions and exclusions.

An excess may apply when **You** make a claim. An excess is the part of a claim **You** must pay first and it is payable for each occurrence covered by this insurance in respect of which a claim is made. When an excess applies **We** will either reduce the amount **We** pay for a claim by the amount of the excess, or **We** will ask **You** to pay it before **We** make a claim payment. Any excess(es) that apply will be shown in **Your Schedule of Insurance**.

We only cover **Your** interest in the insured property unless **We** specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount **We** pay under a claim in certain circumstances, including:

- where an exclusion applies (refer to each insured section for full details of when cover is NOT provided, these can be found under the heading “Exclusions” in each insured section, and Section 7 “General Exclusions”);
- if **You** do not comply with the terms and conditions of **Your Policy**;
- if **You** do not comply with **Your** duty of disclosure or make a misrepresentation, or
- if **You** make a fraudulent claim.

We may also cancel **Your Policy** in certain circumstances permitted by law, for example. if **You** fail to comply with a condition or breach **Your** duty of disclosure.

Cost of the insurance

The insurance provided is subject to **Your** payment of the **Premium We** require by the agreed time. In order to calculate **Your Premium**, **We** take various factors into consideration, including:

- the type of cover requested
- the sum(s) insured; and
- **Your** previous insurance and claims history.

Your Premium also includes amounts that take into account **Our** actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty, GST and any Fire Services Levy where applicable) in relation to **Your Policy**. **We** will tell **You** when **You** apply what **Premium** is payable, when it needs to be paid and how it can be paid. If **You** buy this **Policy**, the amounts due will be clearly set out in **Your Schedule of Insurance**.

Your duty of disclosure

What You need to tell Us

You must tell **Us** everything that **You** know, or should know, could affect **Our** decision to insure **You** and/or the terms on which **We** insure **You**. **You** must do this when **You** apply for a **Policy**, or when **You** renew **Your Policy** and when **You** change or reinstate **Your Policy**. When **We** ask **You** specific questions, **You** must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the **Policy** answers all the questions in this way. These requirements are set out in the Insurance Contracts Act 1984.

What You do not need to tell Us

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

- reduces **Our** risk
- is of common knowledge
- **We** know, or Liberty should already know
- **We** tell **You** that **We** do not want to know.

What will happen if You do not tell Us

If **You** withhold relevant information or **You** do not answer **Our** questions in the way **We** have described, **We** may reduce the amount **We** pay for **Your** claim, or **We** can cancel **Your Policy**. If **Your** failure to tell **Us** is fraudulent, or **Your** answers are untruthful, **We** can treat **Your Policy** as if it never existed.

Cooling off period

After **You** purchase this **Policy**, **You** have cooling off rights. **You** can return **Your Policy** by notifying **Us** in writing within 21 days of cover commencing and **We** will refund the **Premium** paid unless something has occurred for which a claim may be payable. Even after this cooling off period ends, **You** still have cancellation rights (see Section 5 – General Conditions).

How to make a claim

Before **We** pay any claim, **We** require evidence of **Your** ownership of any items insured under the **Policy** and the evidence as to the extent of loss or damage. Please ensure that, where possible, **You** keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

General Insurance Code of Practice

The objectives of this Code are:

- to commit **Us** to high standards of service;
- to promote better, more informed relations between **Us** and **You**;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of Complaints and disputes between **Us** and **You**; and
- to promote continuous improvement of the general insurance industry through education and training.

We have adopted and support the Code and are committed to complying with it. Please contact **Us** if **You** would like more information about the Code.

How to provide feedback or resolve a complaint or dispute

Your Feedback

We value **Your** feedback. Whether it's a compliment or a complaint, **We** are continuously seeking to learn from **Your** experience and enhance **Our** service. Similarly, if **You** have any suggestions or general feedback about **Our** products, policies and procedures and what **We** could do better, **We** would like to hear from **You**.

What to do if You have a complaint

We take complaints seriously and have a process to help **You** if **You** wish to make a complaint or have a dispute managed.

Step 1. Please talk to Us

Please contact Affinity on +61 3 8587 7777. **Your** complaint will be fully investigated and a response issued within 10 working days provided Affinity has all the necessary information we need to complete any investigation required. If Affinity is unable to resolve **Your** complaint to **Your** satisfaction within 10 working days or, if the complaint is complex, other period agreed with **You**, then Affinity will refer you to, or you may request to have your complaint referred to, Liberty's Internal Dispute Resolution (**IDR**) function for an independent internal review of **Your** complaint.

Step 2. Have Your complaint reviewed by Liberty's Internal Dispute Resolution team

If **We** are unable to resolve **Your** complaint, or if **You** are dissatisfied with the response **We have given You**, **You** may ask for the matter to be escalated for an independent review in accordance with Liberty's IDR Process. **You** can email details of **Your** complaint directly to Liberty at complaintsAP@libertyglobalgroup.com. If **Your** concerns are complex, **You** may be asked to put them in writing.

Liberty's IDR team will review **Your** dispute and provide **You** with a decision within 21 business days of the date the complaint was escalated to the IDR function, provided all necessary information has been received and investigation is complete. If more time is required to investigate and respond, **You** will be contacted to advise **You** of an alternative timeframe and to keep **You** informed of the progress.

Step 3. Have Your complaint reviewed by the Australian Financial Complaints Authority

If the complaint can't be resolved to **Your** satisfaction within 21 days of the date the complaint was escalated to Liberty's IDR function, **You** have the right to refer the matter to The Australian Financial Complaints Authority (**AFCA**). AFCA can be contacted as follows:

The Australian Financial Complaints Authority
GPO Box 3
Melbourne Vic 3001
Phone No: 1800 931 678 (Freecall)
Fax: (03) 9613 6399
Email: info@afca.org.au
Website: www.afca.org.au

How We Protect Your privacy

In this Privacy Statement the use of “**We**”, “**Our**” or “**Us**” means Affinity and Liberty unless specified otherwise.

In this Privacy Statement the use of “personal information” includes sensitive information. **We** are committed to protecting the privacy of the personal information **You** provide to **Us**.

The Privacy Act 1988 (Cth) contains the Australian Privacy Principles which require **Us** to tell **You** that **We** collect, handle, store and disclose **Your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of **Your Policy**,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **Us** **Your** consent to collect, use and disclose **Your** personal and sensitive information in order to provide **You** with the relevant services and/or products. When **You** give **Us** personal information about other individuals, **We** rely on **You** to have made or make the individual aware that **You** will or may provide their personal information to **Us** and the types of other parties and service providers **We** may provide it to, the relevant purposes **We** and the other parties and service providers will use it for, and how they can access it. If **You** have not done or will not do either of these things, **You** must tell **Us** before **You** provide the relevant personal information to **Us**.

We disclose personal information to other parties and service providers whom **We** believe are necessary to assist **Us** and them in providing the relevant services and/or products. For example, in handling claims, **We** may have to disclose **Your** personal and other information to other parties and service providers such as **Our** claim management partner(s), other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by **Us** to them to the specific purpose for which **We** supplied it.

We may disclose **Your** personal information to **Our** insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, the European Union and the United States of America.

If **You** do not provide the personal information requested and/or do not provide **Us** with **Your** consent to the use and disclosure of **Your** personal information as set out in this Privacy Statement, **Your** insurance application may not be accepted, or **We** may not be able to administer **Your Policy**, or **You** may be in breach of **Your** duty of disclosure, or the Duty of Utmost Good Faith.

If **You** wish to gain access to or correct **Your** personal information, make a privacy complaint, or if **You** have any query about how **We** collect or handle **Your** personal information, please contact:

Liberty

Telephone: 02 8298 5800

Email: privacy.officer.ap@libertyglobalgroup.com

Mail: The Privacy Officer, Locked Bag 18, Royal Exchange, NSW, 122

Liberty will respond to your query or complaint as soon as possible and will try to resolve any complaint within 20 business days. If this is not possible, Liberty will contact you within that time to advise you further regarding the resolution of your complaint. To view Liberty’s privacy policy, please browse Liberty’s website (www.libertyspecialtymarkets.com.au).

Affinity

Telephone: 03 8587 7777

Mail: Privacy Officer C/ PO Box 601 Moorabbin VIC 3189

Email: equine@affinityib.com.au

You complaint can be lodged over the phone, via mail or email or **You** may wish to make an appointment with our Complaints Officer at a convenient time and location. To view Affinity's privacy policy, please visit: <https://www.affinityequineinsurance.com.au/legal-information/privacy-policy/>

Confirming transactions

You may contact **Affinity** in writing or by phone to confirm any transaction under **Your** insurance if **You** or **Your** advisor do not already have the required **Policy** confirmation details.

Financial claims scheme

You may be entitled to payment under the financial claims scheme in the unlikely event that Liberty Specialty Markets becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from:

<http://www.fcs.gov.au>

Updating this Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. **You** can obtain a paper copy of any updated information without charge by calling **Affinity** on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the **Policy**, **We** will provide **You** with a new PDS or a Supplementary PDS.

Policy Wording

Your Policy

Your Policy is a contract of insurance between **You** and **Us**. **Your Policy** includes information on the following:

- when **You** are insured
- what **You** are covered for
- what **Your Policy** does not cover
- how **We** pay claims.

If **We** accept **Your** application for insurance, **You** will receive a **Schedule of Insurance** that sets out details of the insurance **You** have taken out as described in this **Policy**.

Our agreement with **You** is made up of **Your** current **Schedule of Insurance** and this **Policy**, as well as any endorsements **We** send to **You**.

Together, they make up **Your** insurance contract with **Us**. Read them carefully and consolidate them together in a safe place.

We recommend that **You** keep receipts for any major items **You** purchase.

When You are insured

Your insurance begins when **We** accept **Your** application. The commencement date of **Your** insurance will be shown on the **Schedule of Insurance** **We** will send **You**.

The insurance applies for the period for which **You** have paid **Affinity** (or agreed to pay **Us**) the **Premium**. **You** may pay **Your Premium** by cash, cheque or credit or debit card. If **Your** cheque or credit card is dishonoured by **Your** financial institution, **You** are not insured.

Definitions

In **Your Policy** some of the words have special meanings wherever they appear (where expressed in the singular or the plural) and **We** define them below. They are shown in bold in the **Policy**.

“Accident” or **“Accidental”** means a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place during the **Period of Insurance**.

“Bodily Injury” means any physical or mental injury, illness or disease.

“Cyber Incident” means:

- a) the use of any application, process, software, code or programme in connection with any electronic equipment (such as a computer, mobile phone, tablet or internet capable electronic device) regardless of whether such use is unauthorised or malicious, or an error, omission or an accident.
- b) a computer virus or computer-related hoax. any physical or mental injury, illness or disease.

“Equine Equipment” means all equine equipment whilst within but not affixed to Your Trailer, including but not limited to feeding buckets, tack and saddlery, and the like.

“Market Value” means the price at which ownership of the **Trailer** 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.

“Trailer” means the horse float or gooseneck used for the transporting of horses described in the **Schedule of Insurance**, including but not limited to any live-in quarters and any accessories permanently or temporarily affixed to or within the Trailer.

“Insured”, “Insured Person”, “You” and “Your” means the person or persons named in the **Schedule of Insurance** as being insured under this **Policy**, or a section of this **Policy**.

“Period of Insurance” is the period during which the **Policy** provides cover.

“Policy” means this document, the current **Schedule of Insurance** and any other endorsement or notice **We** give **You** in writing, which together form **Our** agreement with **You**.

“Premium” means the amount **You** have to pay (including all government charges) for **Your Policy**.

“Schedule of Insurance” means the attachment which forms part of this **Policy** and shows **Your Policy** number together with other important details of **Your** cover.

“Sum Insured” means the amount specified in the **Schedule of Insurance**, or in other documents forming part of Your Policy, against each of Your Trailer(s).

Section 1 – Own Damage

We will insure You against Accidental loss or damage to Your Trailer (including theft) caused by or arising out of an Accident occurring during the Period of Insurance and within the geographical limits of the policy.

How We will pay a claim

Following a valid claim under Section One of this Policy, it will be Our option to:

- a) Repair, restate or replace Your Trailer, or
- b) Pay You the amount of the loss or damage to Your Trailer,

provided such payment does not exceed the Sum Insured stated in the Schedule of Insurance or the Market Value, whichever is the lesser.

Total Loss

When We have settled a claim as a Total Loss, the Trailer will no longer be covered under this Policy, and You will not be entitled to any refund of premium. The salvage of such Trailer will become Our property, and the proceeds of any sale thereof will become Ours.

Theft

If Your Trailer is stolen and not recovered within twenty-one (21) days, We shall deem it to be a Total Loss.

New Trailers

In respect of Trailer(s) which have a maximum carrying capacity of up to and including two (2) tonnes which are:

- a) less than twenty-four (24) months old from the date the Trailer was first registered; or
- b) more than twenty-four (24) months old but less than thirty-six (36) months old from the date the Trailer was first registered, which has not travelled more than 50,000 kilometres; and
- c) declared a Total Loss,

We will replace Your Trailer with a new Trailer of the same make and model with the same accessories (or if unavailable, a Trailer of similar make and model and with similar accessories), including registration fees, compulsory third-party insurance, delivery charges and stamp duty.

Upon delivery of the replacement Trailer, You will need to pay the applicable Excess, along with any outstanding premiums in respect of the Trailer being so replaced. You will also need to pay the unused portion of registration fees and compulsory third-party insurance of the Trailer which has been deemed a Total Loss.

Finance Payout

In respect of Trailers under a lease, commercial hire purchase, personal loan or similar agreement becoming a Total Loss during the Period of Insurance, and the payout sum under such agreement is greater than the Trailer's Market Value or Sum Insured (if any), Our liability shall be the payout sum under that agreement, including an allowance for the value of any accessories included within the original purchase price, provided Our liability shall not:

- a) exceed an additional twenty-five percent (25%) of the Market Value or Sum Insured of the Trailer and accessories; or
- b) include payments and interest in arrears at the time of the Trailer becoming a Total Loss.

Stamp Duty

If Your Trailer is a Total Loss, We will pay You for stamp duty and transfer fees that are due on the transfer of ownership of a replacement Trailer into Your name.

Reinstatement of the Limit

Following payment of a claim under the Policy, other than payment for Total Loss, You will be fully insured again for Your Trailer for the amount shown in the **Schedule of Insurance**.

Repairs

In circumstances where We elect to repair Your Trailer, You may suggest a repairer. We may also suggest a repairer for You. If We do not accept Your choice of repairer, You must continue to cooperate with Us until another repairer is selected that both We and You agree upon.

When Your Trailer is repaired, the repairer may use reusable parts or parts that are not manufactured by the Trailer's original manufacturer's suppliers, which:

- a) are consistent with the age and condition of the Trailer; and
- b) do not impact the safety or functionality of the Trailer;
- c) comply with the Trailer manufacturer's specifications and Australian Design Rules; and
- d) do not adversely affect the appearance of Your Trailer after repair; and
- e) do not void or otherwise impact the warranty provided by the manufacturer of the Trailer.

There may be circumstances where a specialist repairer is required to be engaged, such as for windscreen repairs, in which case We may arrange for a part of the repair to be carried out by such a specialist repairer.

You may have to pay an Excess towards any claim.

If We authorize repairs to the Trailer, We will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty materials for the life of the Trailer. We will also arrange for the authorized repairs to be rectified at no cost to You, if We agree that the repairs are defective, provided You give Us the opportunity to inspect the Trailer. For clarity, ordinary wear and tear of the authorized repairs will not be deemed to be defective.

Additional cover Applicable to this Section

1. Emergency Repairs

We will pay up to \$1,000 for the reasonable cost of immediate repairs (whether temporary or permanent) to enable Your Trailer to be driven safely or to be moved to a place of safety following loss or damage, including costs incurred to protect and/or ensure the safety of Your Trailer.

2. Emergency Services

If Your Trailer is involved in an accident requiring the attendance of the Fire Brigade, Police, State Emergency Services, Emergency Responder or other regulatory or municipal authority, We will pay up to \$5,000 per accident for the cost of services as may be charged by each relevant service or authority.

3. Equine Equipment

If Your Equine Equipment is lost or damaged in an Accident involving Your Trailer, We will pay up to \$2,000 to repair, replace or reinstate such Equine Equipment.

4. First Aid Kit Expenses

If any person (other than You) suffers bodily injury as a result of an Accident involving Your Trailer, We will pay up to \$1,000 per event towards reasonable expenses incurred at the scene of an Accident by You or the driver of Your Trailer for administering first aid to such persons. We must not be prohibited at law from paying such costs, including any prohibition under the *Health Insurance Act 1973* (Cth) or the *Private Health Insurance Act 2007* (Cth).

5. Funeral Expenses

If the driver of Your trailer dies as a result of, and within twelve (12) months of, an Accident covered under Section 1 of this policy, We will pay up to \$10,000 for the funeral, burial or cremation expenses incurred. This additional benefit extends to include transportation of the body or ashes of the deceased person and necessary travel by any member of the deceased person's immediate family to attend the funeral.

6. General Average Charges

We will pay general average and salvage charges which are incurred whilst Your Trailer is being transported by sea between places in Australia, whether or not Your Trailer is damaged.

7. Hire Trailer following damage or theft

If Your Trailer is stolen or becomes a Total Loss, We will pay the cost of hiring a Trailer similar to Yours, until Your Trailer is found or Your claim is settled, for up to thirty (30) days.

8. Immediate Family Travel Expenses

Where You, or the driver of Your Trailer, are injured and hospitalized as a result of an Accident covered by Section 1 of this policy, We will pay the reasonable expenses for transport, accommodation, meals and related expenses incurred by an immediate family member to attend the hospital, to a maximum of \$3,000.

9. Load carried by Trailer

If any load carried by Your Trailer is lost or falls from Your Trailer as a result of an Accident covered under Section 1 of this policy, We will pay the reasonable cost up to \$500 for recovering, reloading or moving to the nearest safe place, any such load.

10. New Trailer Cover

If You purchase a new Trailer(s) during the Period of Insurance, We agree to cover such Trailer(s) automatically, provided that:

- a) such Trailer(s) are of a similar type to the Trailer(s) insured by You at the commencement of the Period of Insurance;
- b) You must notify Us within sixty (60) days of such purchase; and
- c) You must pay Us any additional premium as may reasonably be required by Us.

11. Removal of Debris

If Your Trailer is involved in an Accident covered under Section 1 of the Policy, We will pay up to \$25,000 for the cost necessarily incurred in the clean-up and removal of the Trailer debris, including debris from:

- a) goods falling from Your Trailer; or
- b) the spillage, escape, or explosion of goods being carried by Your Trailer.

12. Replacement of Locks and Keys

If Your keys are stolen or damaged, or there are reasonable grounds to believe Your keys may have been duplicated without Your consent, We will pay up to \$2,000 for the reasonable costs of replacing all locks and keys, or re-coding Your locks. Your Trailer does not need to have sustained any other damage for this benefit to apply.

13. Signwriting

Following loss or damage to Your Trailer, We will pay up to \$2,000 for the reasonable costs of signwriting or fixed advertising signs, murals, special art work, or materials, forming a part of Your Trailer.

14. Taxi Fare

Where Your Trailer is damaged and requires towing, if You can provide Us with a receipt, We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by You for transport from the scene of an Accident.

15. Towing or Return of Trailer

Following an Accident covered under Section 1 of the Policy, We will pay the reasonable costs of towing Your Trailer to the nearest repairer or to any other place approved by Us, and also for the costs incurred to return Your Trailer to You after its repair or recovery.

16. Travel and Accommodation expenses

If, following an Accident covered under Section 1 of this policy, Your Trailer cannot be safely driven or towed, We will pay up to \$2,000 for the reasonable costs incurred to complete the journey, including necessary costs incurred to transport Your driver and any non-fare paying passengers to the point of departure (or, at Your option, transporting them to the driver's destination), costs of overnight accommodation if the journey cannot reasonably be completed within the day, and/or costs incurred to hire another Trailer of a similar make and model.

17. Unspecified Non-standard Accessories

We will pay up to twenty-five percent (25%) of the Sum Insured, or \$5,000, or the amount stated in the **Schedule of Insurance** (whichever is less) towards the reasonable costs to repair or replace non-standard accessories.

Optional Cover that can be Added to your Policy

This optional cover may only apply to Trailers listed on the **Schedule of Insurance**.

1. Windscreen Glass

If Your Trailer suffers damage to a windscreen or window glass, and there is no other damage to Your Trailer:

- a) We will pay to repair one single chip or crack in a windscreen or one window of Your Trailer; or
- b) We will pay to replace one windscreen or one window of Your Trailer; and
- c) such repair or replacement of a windscreen or window will not affect Your no claim bonus and You will not have to pay an Excess if there is no other damage to Your Trailer.

This benefit only applies once per Period of Insurance.

Your **Schedule of Insurance** will show 'windscreen extension applicable' if You have selected this option.

Exclusions Applicable to this Section

We will not pay for loss or damage caused by or arising out of:

1. Reduced Value

Your Trailer's reduced value due to its age and condition, or due to it being repaired under this **Policy**.

2. Costs Incurred

Additional costs which are not otherwise covered by this Policy that You incur because Your Trailer is accidentally damaged, stolen or burnt.

3. Mechanical or Electrical Breakdown

Failure of the body or frame of Your Trailer, or mechanical or electrical breakdown, however We will pay for the resultant damage to Your Trailer if the failure or breakdown results in damage to Your Trailer by Accident or fire. We will not pay for the item that failed or broke down.

4. Safeguarding the Trailer

Loss by theft or attempted theft of the Trailer during or after a fire or Accident, unless You have taken reasonable steps to ensure the safety of the Trailer.

5. Tyres

The tyres of the Trailer being damaged by the application of brakes, or by road punctures, cuts or bursts, unless caused as a result of an Accident or malicious damage otherwise covered by this Policy.

6. Trailer Deterioration

Wear and tear, rust or corrosion, gradual deterioration or depreciation, costs of any part or parts of Your Trailer that wear out, however We will pay for any resultant damage to Your Trailer, provided You can establish You were not aware of the condition.

Section 2 – Legal Liability

We will insure you, subject to the limit of liability clause, for any amount which you may be held legally liable at law to pay by way of compensation for bodily injury to any person or damage to property as a result of an accident caused by or arising out of the use of Your Trailer by You or on Your behalf.

This includes claims arising from:

- a) You, or an authorized driver, using Your Trailer. This includes loading or unloading goods, or goods falling from Your Trailer;
- b) You, or an authorized driver, using a substitute Trailer that You do not own. This includes loading or unloading goods, or goods falling from the substitute Trailer;
- c) any passenger in, or getting into, or out of, Your Trailer or a substitute Trailer.

Limit of Liability

Our total liability to pay claims under this legal liability section is limited to thirty million dollars (\$30,000,000) in respect of all claims arising out of any one accident or series of accidents arising out of the one event.

Additional Benefits Applicable to this Section

Where We have accepted a claim under Section 2 and subject to the terms, conditions of this Policy, We will also pay the following additional benefits. These benefits will form part of, and not in addition to, the Limit of Liability as noted above.

1. Contractual Liability

We will cover You for liability for third party property damage arising under any undertaking, or indemnity, given or contracted for by You provided that such liability would have attached under the Policy in the absence of such an undertaking, or indemnity, or contract.

2. Legal Costs

We will pay for Your legal costs and expenses incurred with Our written consent in respect of Your liability to a third party for damage to that third party's property as a result of the use of Your Trailer in addition to the Limit of Liability. Furthermore, We will pay reasonable legal expenses incurred with Our prior written consent for representation at any formal legal inquiry or at any coroner's inquest.

However, if a payment exceeding the Limit of Liability must be made to dispose of a claim, Our liability to pay costs and expenses under this Extension shall be limited to that proportion of legal costs and expenses as the Limit of Liability bears to the amount paid to dispose of the claim.

Exclusions Applicable to this Section

We will not insure you for loss, damage or liability occurring in the following circumstances:

1. Unlicensed Drivers

If the vehicle towing or carrying Your Trailer is driven by any person who is not licensed to drive such a vehicle under all relevant laws, bylaws and regulations applicable to the state in which the vehicle was driven, unless You did not know, and could not reasonably have known, that such person was so unlicensed.

2. Intoxication

If the vehicle towing or carrying Your Trailer is being driven or towed by or is in the charge of any person:

- a) Under the influence of any drug or of intoxicating liquor; or
- b) In whose blood the percentage of alcohol as indicated by analysis of the person's breath or blood was in excess of the legal limit prescribed in the State or Territory where the accident or event took place, or who refused or failed to submit a specimen for testing, or who refused by law in the State or Territory.

Provided that this exclusion shall not apply:

- c) To the extent that there are relevant statutory provisions to the contrary
- d) To cover provided to you if you prove that you did not consent to Your Trailer being towed or carried or being in the charge of the person when that person was so affected.

3. Unpermitted Use

If Your Trailer is being used:

- a) for any purpose other than that for which it was made
- b) for an unlawful purpose
- c) illegally
- d) for hire
- e) when it is in an unsafe condition and you knew or should have known it was unsafe to use.

Provided this Exclusion will not apply where You did not know, and could not reasonably have known, that the Trailer was being so used.

4. Deliberate Actions

If you deliberately cause an accident, we will not pay for any liability that follows from this

5. Property in Care, Custody or Control

For damage to property that belongs to, or that is in the control of

- a) You or any member of your family who normally lives with you
- b) Any other person who normally lives with you

6. Injury to Family

For personal injury to You or any member of your family who normally lives with you.

7. Compulsory Insurance

Loss covered by any compulsory statutory motor insurance cover and or any third party liability cover.

Section 3 – General Conditions

The following specific conditions must be complied with. If they are not, **We** may have no liability or may reduce **Our** liability to make any payment to **You** under this insurance.

1. Reasonable precautions

You must, at all times, take reasonable precautions to prevent any Accident, loss, destruction or damage which may result in a claim under this **Policy**. If not this may affect any claim that **You** make.

2. Insured's agreement

You agree to adhere to all of the terms and conditions of this **Policy** and agree that failure to satisfy any terms and conditions of this **Policy** or make 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 amendment thereto permit **Us** to:

- a) Refuse to pay, or otherwise reduce **Our** liability, in respect of a claim
- b) Cancel this **Policy**.

3. Cancelling this Policy

a) Once the Cooling Off Period has ended, **You** can cancel this **Policy** or any section at any time by telling **Us** in writing that **You** want to cancel it. Cancellation by **You** will be effective when **We** receive **Your** request.

We will subtract from any **Premium** **You** have paid an amount to cover the **Period of Insurance** that **We** have already insured **You** for. **We** will then return the rest of the **Premium** to **You**.

If the amount of the refund is \$20 or less, **We** may not return the **Premium** to **You**.

b) **We** may cancel this insurance by giving **You** notice and in accordance with the law, including where **You** have:

- i) made a misrepresentation to **Us** before this **Policy** was entered to
- ii) failed to comply with **Your** Duty of Disclosure;
- iii) failed to comply with a term or condition of this **Policy**, including a failure to pay the **Premium**
- iv) made a fraudulent claim under this **Policy** or any other insurance during the time this **Policy** has been in effect
- v) failed to notify **Us** of a specific act or omission as required by this **Policy**
- vi) altered the circumstances of the risk during the **Period of Insurance**.

If **We** cancel **Your** **Policy**, **We** will advise **You** in writing and cancellation will take effect at whatever is the earliest of the following times:

- a) when another contract of insurance is taken out by **You** to replace this **Policy**; or
- b) at 4.00pm of the thirtieth (30th) business day after the day notice was given to **You**.

After cancellation and subject to **Your** cooling off period rights (see Important Information Section – Cooling Off Period) **We** will subtract from any **Premium** **You** have paid an amount to cover the **Period of Insurance** that **We** have already insured **You** for. **We** will then return the rest of the **Premium** to **You**.

If the amount of the refund is \$20 or less, **We** may not return the **Premium** to **You**.

4. Change of circumstances

This **Policy** is based on the details that **You** gave **Us** when purchasing this **Policy**. If those details change during the **Period of Insurance**, to make sure that **You** are still covered, **You** must tell **Us** as soon as **You** can.

Examples of changes that **You** must tell **Us** about include any alteration of risk relating to **You** including change of residence or usual occupation as stated in the **Schedule of Insurance**.

5. Obligations of third parties covered by this Policy

Any other person entitled to cover under this **Policy** is bound by the terms of this **Policy**.

6. Transfer of interest in this Policy

No interest in this **Policy** can be transferred without **Our** written consent.

7. Other insurance

You must notify **Us** in writing if other insurance is effected which covers any matter covered by this **Policy** in whole or in part.

8. Excess

You must pay the excess as listed on the **Schedule of Insurance** for each and every claim under this section.

You do not need to pay this amount if you are involved in an accident and:

- The accident was not your fault; and
- You can provide us with the name and current address of the person who caused the accident.

We will decide who was at fault in the accident.

9. What you must do after an accident

In the event of an accident involving Your Trailer, there are a number of number of matters you must attend to. These are:

Do not admit liability for the accident

Unless we agree in writing, no person entitled to protection under this policy shall make any admission of guilt or promise or offer of payment in connection with any such claim

Obtain details of other parties

You should exchange names and addresses with other persons involved, obtain names of their insurers, and if possible the names and addresses of witnesses.

Communicate with us as soon as possible

You or your legal representative must provide full details in writing as soon as possible after the occurrence of any accident or event, which may become the subject of a claim under this policy.

Any communication from other parties must be sent to us immediately. Any notice of impending prosecution or details of any inquest or official enquiry must be advised to us without delay.

Do not, without our prior consent, authorise repairs to Your Trailer, which is the subject of a claim under this policy.

10. Subrogation Waiver

We agree to waive any rights, remedies or relief to which We may become entitled by subrogation against:

- a) each of You;
- b) any person driving, using or towing Your Trailer with Your permission or implied consent;
- c) Your employer, principal or partner arising out of Your use of Your Trailer;
- d) any other entity or person wherever You have been required by contractual agreement to release such party from liability. Such waiver and/or release is allowed without prejudice to this insurance.

Section 4 – Claims Conditions

The following specific conditions must be complied with. If they are not, **We** may have no liability or may reduce **Our** liability to make any payment to **You** under this insurance.

What You must do when making a claim:

1. **You** must advise Affinity by telephone or in writing as soon as practicable after **You, Your** insured property, or **Horse** suffers loss, damage or injury. **You** can contact Affinity at:

Phone: +61 3 8587 7777
Fax: +61 3 8587 7700
Location: Level 1/1265 Nepean Hwy, Cheltenham Vic Australia 3192
Postal: Po Box 601 Moorabbin VIC 3189
Email: equine@affinityib.com.au
2. **You** should send Affinity:
 - a) full details in writing; and
 - b) any communication or court documentation received;
3. if **You** do not make a claim within a reasonable time of the loss, **We** may reduce what **We** pay to **You** to allow for any financial prejudice **We** may have suffered because of the delay;
4. **You** must take all reasonable steps to stop any further loss from occurring;
5. **You** must not repair or replace any damaged property without **Our** consent;
6. **You** must advise the nearest police station if **Your** property is lost, stolen or maliciously damaged;
7. **You** must keep the property that has been damaged so **We** can inspect it;
8. **You** must provide Affinity with all the information **We** require including valuations, receipts, proof of ownership and statutory declarations if requested;
9. **You** must give Affinity all the information and cooperation that **We** require including access to any person(s), and promptly forward to Affinity all correspondence received by **You** concerning the Accident, event, claim, damage or loss;
10. **You** must notify Affinity of any other insurance that also provides cover whether in whole or in part;
11. All certificates, information and evidence to support a claim shall be provided at **Your** own expense and shall be in a form that **We** will tell **You**;
12. Every letter, writ, claim, summons, legal process or other document received by **You** shall be immediately forwarded to Affinity by **You** unanswered;
13. No admission, offer, promise, payment or indemnity shall be made or given without **Our** written consent;
14. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim, or to prosecute in **Your** name for **Our** own benefit any claim, for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

How the Goods and Service Tax affects Your claim

Where **We** make a payment under this **Policy** for the acquisition of goods, services, or other supply, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to the acquisition, whether or not that acquisition is actually made.

Where **We** make a payment under this **Policy** as compensation instead of payment for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

Section 5 – General Exclusions Applicable to All Sections of this Policy

We will not cover **You** for any claim that **You** may make which directly or indirectly arises out of or is as a consequence of or is contributed to by:

1. **You** acting or behaving unlawfully, and being held liable for fines or penalties, including punitive, aggravated or exemplary damages.
2. **You** breaking any Australian laws or regulations.
3. The confiscation, 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, provided this Exclusion will not apply to damage to Your Trailer resulting therefrom.
4. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
5. Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or radioactive or nuclear explosion. Terrorism is any act or preparation in respect of any action which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or of any section of the public.
6. The use, existence or escape of nuclear weapons material or ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
7. **We** will not provide any cover, pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Malaysia, Singapore, United Kingdom, the United States of America or other applicable jurisdiction.
8. Any **Cyber Incident**.