

Affinity Equine Protection Insurance

Product Disclosure Statement and Policy Wording



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About Affinity Insurance Brokers

Affinity Insurance Brokers are a 100% Australian owned business. 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.

What we do

Affinity Insurance Brokers has a total customer service centre that manages all aspects of Affinity's clients' insurance requirements. This includes:

- Identifying and meeting customer needs through innovative approaches to tailored products and services
- Strong and effective strategic alliances with suppliers and industries
- Utilise Affinity's wholly Australian owned business to offer the same consistent personal service to national and local clients
- Affinity's national customer service centre provides 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 provides its clients with the best available cover and security backed by fast, efficient and fair claims management services.

Our 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 advice

Any advice Affinity gives You about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Affinity's advice, You should consider the appropriateness of the advice taking in account Your own objectives, financial situation and needs. Before You make any decisions about whether to acquire this Policy We recommend You read this insurance Policy.

This booklet is important

Preparation date: 18/02/2014.

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 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 Insurance Brokers, in the first instance.

Important Information

The purpose of this PDS

The PDS has been prepared to assist You in understanding Your Affinity Equine Protection Insurance 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 Us 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.

Who is the insurer

CGU Insurance Limited is the insurer of this insurance Policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this PDS, the insurer is also referred to as "We", "Us", or "Our".

CGU Insurance Limited pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary, You should ask Your intermediary.

How to contact us

You may contact Us by any of the following ways:

- In person at any CGU Insurance office
- By telephone on 13 15 32
- By writing to Us at:
CGU Insurance, GPO Box 9902 in Your capital city
- By email on Our website www.cgu.com.au.

Who is Affinity Insurance Brokers

This insurance Policy is sold, marketed and administered by Affinity Risk Partners (Brokers) Pty Ltd trading as Affinity Insurance Brokers ("Affinity") (ABN 15 091 944 580) (AFS Licence No. 241185) of 1/1265 Nepean Hwy Cheltenham VIC 3192, Phone (03) 8587 7777 – Fax (03) 8587 7700.

In arranging this Policy, Affinity is acting on behalf of and as an agent of the insurer.

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

By way of summary, the principal covers available are:

Section 1 – Mortality

Death or Humane Destruction of the Horse, or loss of Horse by theft or straying. Cover is provided Australia wide including whilst in transit.

Section 2 – Loss of Use

Cover is for the lower of the sum insured or Fair Market Value where it is deemed the Horse is rendered permanently incapable of fulfilling its intended purpose, as stated in the Schedule of Insurance.

Section 3 – Personal Accident

Provides cover for Your Accidental Death or in the event of Your Permanent Total Disablement should You die or become permanently totally disabled whilst riding or handling the Horse listed in the Schedule of Insurance. We will pay up to the sum insured selected in the Schedule of Insurance and provide cover automatically for up to three nominated individuals.

Section 4 – Public Liability

Includes cover for costs and expenses that You become legally liable to pay compensation for which has resulted in Bodily Injury or property damage, caused by or arising in connection with the Horse described in the Schedule of Insurance. We will also pay costs and expenses incurred with Our written consent.

Section 5 – Horse Floats

Provides cover for loss or damage to the insured Horse Float, including theft, up to the sum insured which appears on the Schedule of Insurance. In the event of total loss or destruction, the basis of settlement will be the cost of replacing the insured Horse Float on a replacement value, or like for like basis.

Section 6 – Veterinary Fees

Includes cover for veterinary costs incurred following injury, illness or disease being suffered by the insured Horse. We will pay up to \$7,500 in the aggregate during the Period of Insurance.

Section 7 – Harness, Saddlery and Tack

Provides cover for Accidental loss or damage, including theft, of harness, saddlery and tack up to the nominated sum insured which appears on the Schedule of Insurance. A limit of \$2,500 per item applies, unless otherwise specified in the Schedule of Insurance.

Significant risks

You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require. 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 its other terms, conditions and exclusion.

An excess may apply when You make a claim. An excess is the part of a claim You must bear and is payable for each occurrence covered by this insurance. When an excess applies We will reduce the amount We pay by the amount of the excess or We will ask You to pay it. Any excess(s) 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. In particular:

- 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” of each insured section, and Section 10 “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, e.g. 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 or agreement to pay 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 choose to effect cover, 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 part of 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 as an insurer 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 can 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 make a decision to 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 Eight – General Conditions).

How to make a claim

Section Nine – 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.

Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more-informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

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 resolve a complaint or dispute

1. Talk to us first

If You have a complaint, the first thing You or Your insurance adviser should do is speak to one of Our staff.

If Your complaint relates specifically to a claim, speak with the claims officer managing Your claim.

If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance adviser may speak to a manager. The manager will usually provide You with a response to Your complaint within 15 days. If this timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes.

If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to step 2.

2. Seek a review

If the matter is still not resolved, the manager will refer You or Your insurance adviser to the relevant dispute handling department or area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within 15 business days. If this timeframe is impractical, We will discuss with You alternative timeframes. If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to step 3.

3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS). You will not be able to have Your dispute resolved by the FOS if Your dispute does not fall within the scope of the FOS's Terms of Reference.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

How CGU protects your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact Us at privacy@cgu.com.au or 13 15 32 and We will send You a copy. We recommend that You obtain a copy of this Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

Confirming transactions

You may contact Us 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 event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at www.apra.gov.au and the APRA hotline on 1300 13 10 60.

Updating 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 Us 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 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 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 store them together in a safe place.

We recommend that You keep receipts for 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 We will send You.

The insurance applies for the period for which You have paid Us (or agreed to pay Us) the Premium. You may pay Your Premium by cash, cheque or credit 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.

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

Accidental Death means Your death from Bodily Injury resulting from an Accident.

Alternative Treatment means the following treatments that are considered to be Alternative Treatment for the purpose of this Policy: physiotherapy, ultra sound, faradism, infra-red, magneto pulse, laser treatment, back manipulation, corrective farriery, osteopathy, chiropractic, nutraceutical, alternative medicine, herbalist, homeopathy and acupuncture. If cover is extended to include these they are only covered for specific conditions diagnosed by, and prescribed on the recommendation of, a Veterinarian, whether administered by a Veterinarian or not.

Blemishing means external marking being a mark or flaw on the Horse caused by any injury or disease.

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

Fair Market Value means the price at which ownership of the Horse 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.

Foaling Risks Covered Due to Complications means conditions which are life threatening to the mare and includes uterine tears, rupture of uterine artery, uterine prolapse and any requirement for caesarean section.

Horse means the whole or part interest of the Horse or horses specified in the Schedule of Insurance.

Horse Float means the trailer used for the transporting of horses described in the Policy Schedule.

Hospitalisation Costs means stabling and livery charges whilst undergoing treatment at a veterinary hospital.

Humane Destruction means:

- a) that the Horse incurs an injury or is afflicted with an excessively painful disease, and a Veterinarian appointed by Us shall first have given a certificate that the suffering of the Horse is incurable or so excessive that immediate destruction is imperative for humane reasons; or
- b) that the Horse incurs an injury or is afflicted with an excessively painful disease and a Veterinarian appointed by You shall first have given a certificate that the suffering of the Horse is incurable or so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a Veterinarian by Us.

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.

Market Value means the amount of money it would cost You to replace Your vehicle in Your local area. This takes into account the condition of Your vehicle.

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

Permanent Total Disablement means disablement arising from Bodily Injury which leaves You totally and permanently unable to perform at least four of the following six activities of daily living:

- **Bathing and Grooming** means turning on taps, getting in and out of a bath/shower, washing and drying oneself and combing hair
- **Dressing** means Dressing oneself including fastening zips and buttons and getting clothes from wardrobes and drawers
- **Feeding and Eating** means cutting food, buttering bread and getting food and drink to the mouth using hands and utensils
- **Mobility and Transfer** means getting into and out of bed, transferring from one place to another, e.g. chair to bed, chair to standing or chair to chair
- **Toileting** means moving into and out of the bathroom, getting on and off the toilet unaided and recognising the need or urge to void bladder or bowel in time to get to the toilet; and
- **Walking** means moving from one location to another walking unaided or whilst wheeling a frame without the assistance of another person or the use of special equipment which either lasts for at least one year and then is without prospect of improvement, or is and when We determine that You are suffering from Permanent Total Disablement, whichever happens first.

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.

Post-Mortem means a post-mortem, which shall include a necropsy examination made by a Veterinarian including, but not limited to establishing the identity, the cause of death or the reason for the Humane Destruction of the Horse.

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

Professional Capacity is an activity which is competitively engaged in, governed by a set of rules or customs for which the Insured Person receives a financial reward, payment or remuneration for the Insured Person(s) efforts and/or achievements. This will not include an Insured Person who participates in sporting activities on an amateur basis. For the purposes of this definition, amateur basis shall mean a financial reward, payment or remuneration that is less than 25% of the Insured Person(s) earnings.

Schedule/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.

Veterinarian/Veterinary Surgeon means a veterinarian or veterinary surgeon experienced in equine practice and permitted by local law to practice veterinary medicine, who is not Insured under this Policy.

We, Us and **Our** means CGU Insurance Limited
ABN 27 004 478 371.

Section 1

Mortality

The cover

We will insure You for death, including death following Humane Destruction of Your Horse (s) occurring during the Period of Insurance stated in the Schedule of Insurance. We will pay a sum not exceeding the Fair Market Value of Your Horse(s) at the time of death or the sum insured shown in the Schedule of Insurance whichever sum is lower.

Additional cover

Subject to the above clause We will also insure You against loss of Your Horse(s) which occurs during the Period of Insurance directly from:

- Theft or straying of Your Horse(s)
provided that:
 - as soon as possible after the theft or straying which may give rise to a claim on the Policy You must give notice to the Police and advertise at Your expense the loss of Your Horse(s)
 - We will only pay a claim if the Horse(s) has been missing for 90 days or more
 - if Your Horse(s) is recovered and We have paid Your claim, You must immediately refund to Us the amount paid.
- The destruction of Your Horse(s) whilst on board an aircraft in transit on a recognised air route anywhere in Australia; such destruction being carried out by or on the order of the responsible authority at the time, and confirmed by a sworn statement that in their opinion the Horse(s) was/were so uncontrollable as to be a danger to the safety of the aircraft, crew passengers or cargo
- The death of Your Horse if Your Horse(s) dies within ninety days of the expiry of the Period of Insurance, resulting directly and solely from an injury, illness, or disease occurring during the Period of Insurance and which would have constituted a claim under this Policy. It is a condition of this cover that You notify Us as soon as the injury or disease occurs.

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

This condition shall also apply in respect of:

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

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

2. Our acceptance of a veterinary certificate, or declaration of health where such declaration has been accepted by Us as a satisfactory substitute for a veterinary certificate, submitted in connection with Your application for this Policy or any extension of or addition to coverage on the Horse shall neither remove nor reduce the requirement of full compliance with Condition 1 in respect of the Horse. However, if We have accepted a veterinary certificate, or declaration of health where such declaration has been accepted by Us as a satisfactory substitute for a veterinary certificate, then the burden of proving that the Horse was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the Horse under this Policy shall be upon Us.
3. It is a condition of this Policy that, at the commencement of this Policy, or on any increase, addition or other extension to coverage, and during this Policy, You are the sole owner of the Horse. This Policy shall cease to cover the Horse immediately when You sell the Horse or part with any interest in the Horse, whether temporarily or permanently.
4. If during the Period of Insurance You elect to have the Horse castrated or spayed You shall notify Us of Your election to do so not less than seven (7) days prior to the Horse being operated upon for castration or spaying. We may upon receipt of this notification cancel this insurance in accordance with the provisions of General Condition 3 (b).
5. (a) It is a condition of this Policy that prior to the commencement date of this Policy there has been no theft or attempted theft of Your equine property or threat against You or Your equine property whether insured hereunder, insured elsewhere or uninsured.
(b) It is a condition of this Policy that You shall not pay or promise to pay a ransom or give similar assurances of any such nature to any third party.
(c) In the case of a mare, no coverage is afforded for any embryo within the mare or for any of her foals unless such embryo or foal is separately insured under this Policy.
6. In the event that at any time during the Period of Insurance the Horse is entered but not sold in a public auction and the Sum Insured specified in the Schedule of Insurance exceeds the highest amount bid in such public auction for Your interest in the Horse as specified in the Schedule of Insurance, You shall within five (5) days thereafter inform Us in writing and shall substantiate to Our satisfaction the said Sum Insured so that We may determine whether We will cancel this insurance, in accordance with the provisions of General Condition 3 (b).
7. It is a condition of this Policy that You shall inform Us in writing not less than five (5) days before any Horse is to be taken outside the geographical limits stated in the Schedule of Insurance or endorsed thereto.
8. It is a condition of this Policy that:
 - a) in the event of any illness, disease, lameness, injury, Accident or physical disability whatsoever of or to the Horse, You shall immediately, at Your own expense, employ a Veterinarian and, if required by Us, allow removal of the Horse for treatment; and
 - b) in the event of the death or Humane Destruction of the Horse, You shall immediately at Your own expense arrange for a Post-Mortem to be conducted by a Veterinarian and submit a copy of the report to Us as soon as possible after the death or Humane Destruction of the Horse; and
 - c) in the event of either (a) or (b), You shall immediately give notice to Us, We will decide if We wish to instruct a Veterinarian on Our behalf.
 - d) We have the right to have a Post-Mortem carried out by Our Veterinarian at Our own expense.
9. After receiving permission from Us, You shall arrange for the removal and disposal of the remains of the Horse at Your own expense. We are entitled to receive any money recoverable by You in excess of the removal and disposal costs if the remains are sold.
10. It is a condition of this Policy that You shall file with Us a completed claim form and release within sixty (60) days after the death, or Humane Destruction of the Horse.

Section 2

Loss Of Use

The cover

We will insure You against Your Horse(s) being rendered permanently incapable, according to the agreed opinion of a Veterinarian representing You and a Veterinarian representing Us, of fulfilling the function described in the Schedule of Insurance. The condition rendering Your Horse(s) incapable of fulfilling that function must be as a direct result of an injury, illness or disease sustained or contracted during the Period of Insurance and no claim will be accepted after the Period of Insurance has expired. We will pay a sum not exceeding the Fair Market Value of Your Horse(s) at the time of its incapacity or the Sum Insured shown in the Schedule of Insurance whichever is the lower.

Our undertaking is subject to the events excluded by this Policy and Your compliance with its conditions.

Conditions

The following are specific conditions and must be complied with. If they are not, We may have no liability or may reduce Our liability to make any payment under this section of the Policy.

1. It is a condition precedent to Our liability under this Policy that written notice of any event that may result in a claim under this Policy shall be given immediately to Us and in any event before the expiration of this Policy.
2. Following notification in accordance with Condition 1 above, in the event that such an injury, illness or disease has not resulted in a permanent total incapacity until after the expiry date of this Policy, claims shall be considered under this Policy providing the permanent total incapacity as agreed by two Veterinarians, one appointed by You and one appointed by Us, shall have arisen within twelve months (12) from the date of such manifestation of injury as a result of an Accident, illness or disease.
3. Following notification in accordance with Condition 8(c) in Section 1 – Mortality of this Policy We shall have the option of removing the Horse for examination and/or treatment by Our own appointed Veterinarian.
4. We retain the right if We so elect, to take undisputed ownership of the Horse(s) and all papers pertaining to it. In the event of Us not electing to take possession of the Horse(s) and You have not elected to keep the Horse(s), a certificate of destruction is required to be attached to the Claim Form and Release before We will agree to make any payment under this Policy.
5. If following a claim under this section and provided that the future use of the Horse is for personal pleasure purposes only and the Horse is retired from any competition, You can elect to keep the Horse; if You do, We will deduct 40% from agreed settlement as payment by You for the Horse. Our liability in respect of the Horse ceases immediately payment is made.

What is not insured under Section 1 and Section 2

Loss arising directly or indirectly from:

1. You introducing or permitting to be introduced, a contagiously diseased or infected Animal:
 - a) among Your Horses; or
 - b) upon any part of the premises where Your Horses are kept, unless You can prove that You were not aware and could not reasonably be expected to be aware of the existence of any contagious disease or infection in the Animal.
2. You permitting Your Horse(s) to:
 - a) mix with contagiously diseased or infected Animals; or
 - b) go into contaminated sheds or buildings, or into or upon any other place where diseased or infected Animals may have been. This does not apply if You can prove that You were not aware, or could not reasonably be expected to be aware, of the existence of such disease or infection in those Animals or where the Animals may have been.
3. You failing to immediately, upon discovery of any Animal with contagious or infectious disease, completely separate and isolate the infected Animal from the remainder of Your Horse(s) and use all necessary and proper precautions to protect Your healthy Horse(s) from any chance of infection or contagion
4. Your Horse being used for or taking part in professional thoroughbred racing or harness racing of any kind.
5. clostridial disease (Enterotoxaemia, Black Leg, Blacks Disease, Tetanus and Malignant Oedema) unless Your Horse(s) has/have been vaccinated against these diseases
6. Your Horse(s) being stallions and You:
 - a) turn them loose with mares or other Animals; or
 - b) do not keep them in a stable, enclosed yard or paddock, when not in use or travelling.
7. 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
8. castration (unless performed by a Veterinarian), inoculation, spaying or firing
9. improper use
10. wilful neglect or unskilled treatment
11. transit by air or sea (other than in Australia)
12. destruction by order of Government authority or local inspector acting under authority of any Act relating to Animals.
13. The intentional slaughter of the Horse whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

We will not invoke this exclusion:

 - a) where We shall have expressly agreed to the destruction of the Horse ; or
 - b) in the case of Humane Destruction.

14. Death or Humane Destruction directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

- a) any surgical operation unless conducted by a Veterinarian and certified by said Veterinarian to have been necessitated solely by Accident, injury, illness or disease occurring during the Period of Insurance resulting in injury, illness or disease and to have been carried out in an emergency attempt to save the Horse's life; or
- b) the giving of any medication unless by a Veterinarian, or experienced personnel directed by the said Veterinarian, and certified by that Veterinarian to have been of a preventative nature or necessitated by Accident occurring during the Period of Insurance resulting in injury, illness or disease. In this Policy, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or
- c) malicious or wilful injury or criminal or intentional acts or omissions by You, Your family, representatives, agents, employees, Veterinarians, bailees or other persons who have care, custody or control of the Horse or who have acted with Your consent; or
- d) failure by You, Your family, representatives, agents, employees, bailees or other persons who have care, custody or control of the Horse to provide proper care and attention to the Horse at all times; or
- e) the use of the Horse for any purpose other than that specified in the Schedule of Insurance.

15. Any loss directly or indirectly arising from mysterious disappearance, escape or voluntary parting of possession of or title to the Horse as a result of You, or other persons who have care, custody or control of the Horse being induced by fraud, trickery or similar false pretences. In any claim, and in any action, suit or proceeding to enforce a claim for death or Humane Destruction under this section of this insurance, the burden of proving that the death or Humane Destruction does not fall within exclusion 14(a), (b), or (c) shall be upon You.

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:

- a) Blemishing.
- b) the inability of the Horse to breed, unless such inability to breed was caused during the Period of Insurance by artificial insemination.
- c) the Horse being barred from participating in shows by virtue of competition regulations, such exclusion being applicable only with respect to any Horse suffering from a wind condition or which has been operated on for such condition.
- d) the Horse's lack of ability or suitability or behavioral problems.

Section 3 Personal Accident

The cover

We agree that, subject to the following terms, conditions and exclusions of the Policy, in the event of Your Accidental Death or in the event of Your Permanent Total Disablement, which occurred as a result of Bodily Injury sustained whilst riding or handling the Horse specified in the Schedule of Insurance, We will pay to You or to Your Executors and Administrators the amount of compensation applicable as set out in the Schedule of Insurance.

Conditions

The following are specific conditions and must be complied with. If they are not, We may have no liability or may reduce Our liability to make any payment under this section of the Policy.

1. Notice

You must give Us notice as soon as reasonably practicable of any Accident which causes Bodily Injury, and You must, as early as possible, place Yourself under the care of and follow the advice of a duly qualified independent medical practitioner.

Your executors and administrators must also give Us notice as soon as reasonably practicable in the event of Your death resulting or alleged to result from an Accident.

2. Medical records

You must let Us or any medical adviser appointed by or on behalf of Us, have access to all medical records, notes and correspondence which relate to the subject of a claim or an associated pre-existing condition if and when We ask for them.

3. Examinations

If You make a claim then We or any medical advisor appointed by or on behalf of Us, at Our expense, shall have the right and opportunity to examine You as often as they may reasonably require while Your claim is being investigated and to undertake an autopsy in the case of death, where it is not forbidden by law.

4. Medical referees

If You make a claim for Permanent Total Disablement and We are not certain that You are or are not entitled, the claim will be referred to two independent medical referees, one to be appointed by You and one by Us. If the referees are unable to agree between themselves that You are or are not Permanently Totally Disabled, a third independent medical referee will be appointed by them and his decision shall be final and binding upon all parties.

5. Insured benefits

We only cover You for those benefits which have a monetary amount shown next to them in Section Three of the Schedule of Insurance. If there is a benefit that You are not covered for, it will have the words "Not Insured" shown next to them in the Schedule of benefits in the Schedule of Insurance.

For any one claim that You make, You can only claim for one benefit and We will only pay You compensation for that benefit.

6. Increase in risk

If You take part in any Horse riding or handling activities with the Horse as named in the Schedule of Insurance which carries a greater risk of sustaining Bodily Injury than the intended use of the Horse as stated in the Schedule of Insurance, without telling Us first and getting Our approval, for which We might charge You an additional Premium, then We will not pay You for any claim that You may make for Bodily Injury which arises due to You taking part in such occupation, sport, pastime or activity.

7. Age limitations

In relation to the benefit payable, the following age limits apply:

- under 12 years of age, no benefit is payable
- between 12 years and 70 years of age, the monetary amount shown next to each benefit in Section Three of the Schedule
- over 70 years of age, no benefit is payable.

Exclusions

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. Suicide or intentional self-injury

Your suicide or attempted suicide or You committing or attempting to commit an intentional self-injury.

2. Mental illness

You being incapable due wholly or partly to mental illness or emotional or behavioural conditions;

3. Deliberate exposure to danger

You deliberately exposing yourself to exceptional danger, except in an attempt to save human life

4. Alcohol

You being under the influence of, or addicted to, alcohol.

5. Drugs

You being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner.

6. Pre-existing condition

A pre-existing medical condition.

7. Degenerative conditions

Arthritis or other degenerative changes of joints, bones, muscles, ligaments or tendons;

8. Pregnancy

Your Permanent Total Disablement arising from pregnancy, childbirth, miscarriage or abortion.

9. Military service or operations

You engaging in or taking part in naval, military or air force service or operations.

10. Criminal act

You committing or attempting to commit a criminal act.

11. Horse racing activities

You participating in or training for a Horse race of any kind

12. Professional capacity

Your participation in or training for any activity in a Professional Capacity.

Section 4

Public Liability

The cover

We agree that, subject to the following terms, conditions and exclusions of the Policy, We will indemnify You against liability at law for damages and claimant's costs and expenses in respect of:

- a) Bodily Injury or death;
- b) Loss of, or damage to, tangible property,

which occurs anywhere in the Commonwealth of Australia or New Zealand during the Period of Insurance as a result of an Accident caused by or arising in connection with the Horse as specified in the Schedule of Insurance.

Our liability for damages under this section shall not exceed the limit of liability on the Schedule of Insurance in respect of any one occurrence.

We will treat as though the Insured in this section, any person who with Your permission is riding or has custody or control of the Horse as specified in the Schedule of Insurance, provided that such person shall observe the terms of this Policy so far as they can apply.

Costs

We will also pay all costs and expenses incurred by You with Our written consent and relating to any claim that may be the subject of indemnity under this section. Such costs and expenses payable by Us are in addition to the applicable limit of liability. If a payment in excess of the limit of liability available under this section is made to dispose of a claim, then liability for costs and expenses will be limited to the proportion that the limit of liability bears to the claim payment.

Conditions

The following are specific conditions and must be complied with. If they are not, We may have no liability or may reduce Our liability to make any payment under this section of the Policy.

1. Every letter, writ, claim, summons, legal process or other document received by You shall be immediately forwarded to Us by You unanswered.
2. No admission, offer, promise, payment or indemnity shall be made or given without Our written consent.
3. 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.
4. In connection with any claim, or series of claims, We may at any time pay You the amount of the limit of liability, after deduction of any sum(s) already paid as compensation, or any lesser amount for which such claim(s) can be settled; and upon such payment being made We shall relinquish the conduct and control of, and be under no further liability in connection with, such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Exclusions

We will not cover You for any liability You may have for any claim for damages or compensation for:

1. Any rider of the Horse as specified in the Schedule of Insurance.
2. You or any member of Your family ordinarily residing with You or with whom You ordinarily reside.
3. Death or Bodily Injury sustained by any person under a contract of service or apprenticeship with You, when such death or Bodily Injury arises out of or in the course of that person's employment by You.
4. Loss of or damage to property belonging to or in the care, custody, or control of You or Your employees.
5. Liability arising directly or indirectly by, through, or in connection with, the ownership, possession or use by You on Your behalf, of any mechanically propelled vehicle, aircraft or watercraft.
6. Liability arising directly or indirectly by, through or in connection with, the ownership, possession or use by You on Your behalf, of any Horse Float, gooseneck or trailer.
7. Loss or damage to fences or growing crops caused by the Horse as specified in the Schedule of Insurance whilst being ridden, driven or led.
8. Liability arising directly or indirectly by the hiring out of any insured Horse by You or its use by any riding establishment;
9. Liability attaching to You solely by reason of an express term of any contract unless the liability would attach to You even in the absence of such an agreement.
10. Liability arising directly or indirectly from Your trade, business or profession.
11. The serving or attempting to serve a mare by a stallion.
12. The amount of any excess under this section of the Policy specified in the Schedule of Insurance.
13. Liability arising directly or indirectly out of the organisation of any event (which includes but is not limited to the organisation of indoor and outdoor gatherings, exhibitions, displays, expos, shows or sales) by You or on Your behalf.
14. Any claim arising out of the playing of polo.
15. Any claim arising out of the participation in or training for a Horse race of any kind.
16. Your participation in or training for any activity in a Professional Capacity.
17. Any claim arising out of a breach of a professional duty by You or any person for whose breach of such duty You are legally liable.

Section 5

Horse Float

The cover

We will insure You against Accidental loss or damage to Your Horse Float (including theft) caused by or arising out of an Accident occurring during the Period of Insurance.

The basis of settlement will be at Our option to:

- a) repair, reinstate or replace Your Horse Float, or
- b) pay the amount of the loss of or damage to Your Horse Float provided such payment does not exceed the Sum Insured stated in the Schedule of Insurance or the Market Value, whichever is the lesser.

Additional cover

Legal liability

Provided You are not entitled to claim under any other Policy, 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 Horse Float, excluding any occasion when it is attached to a towing vehicle or being carried on another vehicle or 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.

What is not insured

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

1. if the vehicle towing or carrying Your Horse Float 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
2. if the vehicle towing or carrying Your Horse Float is being driven 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 to submit to a breath analysis test as required by law in that 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 Horse Float being towed or carried or being in the charge of the person when that person was so affected.

3. if Your Horse Float is being:
 - a) used for any purpose other than that for which it was made
 - b) used for an unlawful purpose
 - c) used illegally
 - d) used for hire and reward
 - e) used when it is in an unsafe condition and You knew or should have known it was unsafe to use.
4. for Your loss of use or depreciation, wear and tear, mechanical, structural or electrical breakdown, failures or breakages to Your Horse Float
5. loss or damage caused by damp, mildew, oxidisation, moth, vermin, any gradually operating cause to Your Horse Float
6. for destruction of, or theft of, or from Your Horse Float after an Accident, if reasonable steps to protect or safeguard Your Horse Float have not been taken
7. damage to the tyres that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres
8. if You deliberately cause an Accident. We will not pay for any liability that follows from this
9. 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
 - c) any person You employ.
10. for personal injury to:
 - a) You or any member of Your family who normally lives with You
 - b) any other person who normally lives with You
 - c) any person You employ.
11. Loss by delay, loss of market or consequential loss of any kind.
12. Loss covered by any compulsory statutory motor insurance cover and or any third party liability cover.

Conditions applying to this section of the policy

What You must do after an Accident;

In the event of an Accident involving Your Horse Float, there are a number of matters You must attend to. These are:

1. 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
2. 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.

3. 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 Horse Float, which is the subject of a claim under this Policy.

Section 6

Veterinary Fee Cover

The cover

We will indemnify You for Veterinarian fees incurred up to the amount stated in the Schedule of Insurance in the event of the Horse sustaining an injury as a result of an Accident, or an illness or disease occurring during the Period of Insurance.

Conditions

You are responsible for the first \$500 of Veterinarian fees for any individual Accident, injury, illness or disease.

The most We will pay, is the sum insured shown in the Schedule of Insurance or \$ 7,500.00 in total any Policy year whichever is the lesser.

Requirement for Veterinary treatment must be advised to Us during the Period of Insurance in accordance with Condition 8(c) of section 1 of the Policy.

Veterinary treatment will only be paid for costs incurred within 12 months of the Accident or the onset of the injury, illness or disease.

We will only pay 25% of costs incurred for MRI and Scintigraphy.

A detailed account from the attending Veterinarian showing consultation details, drugs and mileage must be supplied to support all claims for Veterinary Fee Cover.

Exclusions

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

- Veterinary treatment unless performed by a Veterinary Surgeon.
- Veterinarian costs incurred in connection with routine preventative treatment such as inoculations or vaccinations. Dentistry, spaying, castration, hereditary or congenital complaints or foaling risks are not covered unless complications arise.
- Any cost incurred as a result of euthanasia and post mortem, carcass disposal or cremation unless extended on the Schedule of Insurance.
- Husbandry costs, livery expenses or transportation costs, cost of Horse walker or specialist exercise regime including spa treatment.
- Veterinarian costs arising out of injury, illness or disease contracted within the first 14 days after inception of this Policy or 14 days from the date of the Horse being added to this Policy.

- Veterinarian costs for conditions not notified to Us during the Period of Insurance.
- Veterinarian costs incurred more than 12 months after the onset of the injury, illness or disease.
- Alternative Treatment costs or stabling at a veterinary hospital unless agreed by Us.
- Costs incurred for alternative medicine and treatment, including but not limited to osteotherapy, physiotherapy, acupuncture, hydrotherapy and the like, unless authorised by Us and Our advising Veterinarian in writing prior to the commencement of treatment.
- The proportion of costs incurred for hospitalisation following surgery which relates to livery.
- Costs incurred in preparing Veterinarian reports or claim forms.
- Referrals carried out as a second opinion, or referrals to a specialist veterinary centre or hospital, unless it has been recommended by the attending Veterinarian and a veterinary report to this effect is submitted prior to the referral, or in the case of any urgent referral, verbal advice must be given to Affinity Insurance Brokers.
- Behavioural problems unless established and certified by Your Veterinarian to have resulted from injury, illness or disease consequent upon an Accident during the Period of Insurance.
- Vices.
- Routine costs for pregnancy and/or foaling.
- Wolf teeth.

Section 7

Harness, Tack And Saddlery

The cover

We agree that, subject to the following terms, conditions and exclusions of the Policy, We will indemnify You for Accidental physical loss or damage, including theft, occurring during the Period of Insurance to harness saddlery and tack belonging to You.

We will pay the Market Value up to the sum insured specified in the Schedule of Insurance. Proof of purchase (receipts and invoices) will be required.

Tack and saddlery for the purposes of this section is defined, as saddles, leathers, irons, bridles, harnesses and other riding tack, and restricted specifically to those items normally attached to the Horse whilst being used for the activities as stated in the Schedule of Insurance.

Exclusions

We will not cover You for any claim under this section for loss related to:

1. The amount of the excess specified in the Schedule of Insurance section of the Policy.
2. Any clothing or personal effects.
3. Rugs.
4. Damage caused by moth, vermin, wear and tear, gradual deterioration or atmospheric conditions.
5. Damage to or deterioration of any article caused by the actual process of dyeing, cleaning, repair or renovation.
6. Damage resulting from riding school use except by You as a pupil.
7. Theft other than from a totally enclosed and secure building, the doors of which are locked by a deadlock and the windows are securely locked. Large immovable metal containers suitably attached to the ground by heavy duty bolt/rivet or shipping containers are also covered, providing the locking requirements are met. Such theft must be occasioned by violent and forcible entry to the building or where there has been a threat of immediate violence or violent intimidation. Any loss by theft must be reported to, and recorded by the police and a written report obtained.
8. Theft from any riding school or commercial premises with more than ten (10) Horses, unless privately owned and stored in an alarmed tack room.
9. Theft from a motor vehicle, trailer or float except when such theft is occasioned by violent and forcible entry to the vehicle trailer or float, or where there has been a threat of immediate violence or intimidation.

Section 8

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 Us 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:
 - made a misrepresentation to Us before this Policy was entered to
 - failed to comply with Your Duty of Disclosure;
 - failed to comply with a term or condition of this Policy, including failure to pay the Premium
 - made a fraudulent claim under this Policy or any other insurance during the time this Policy has been in effect
 - failed to notify Us of a specific act or omission as required by this Policy
 - 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:

- i. when another contract of insurance is taken out by You to replace this Policy; or
- ii. at 4.00pm of the third business day after the day notice was given to You.

After cancellation and subject to Your cooling off period rights (see Customer Information Section – Cooling Off Rights) We will subtract from any Premium You have paid Us 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.

To the extent permitted by law, when other insurance applies to a covered loss, We will only pay in excess of the other insurance, limited to the indemnity being provided under this Policy, unless that other insurance was specifically written to be excess over the indemnity provided by this Policy.

Section 9 Claims

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:

- a) You must advise Us by telephone or in writing as soon as practicable after You, Your insured property, or Horse suffers loss, damage or injury
- b) You should send Us:
 - full details in writing; and
 - any communication or court documentation received.
- c) 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
- d) You must take all reasonable steps to stop any further loss from occurring;
- e) You must not repair or replace any damaged property without Our consent
- f) You must advise the nearest police station if Your property is lost, stolen or maliciously damaged
- g) You must not pay or promise to pay or offer payment or admit responsibility for a claim
- h) You must keep the property that has been damaged so We can inspect it
- i) You must provide Us with all the information We require including valuations, receipts, proof of ownership and statutory declarations if requested
- j) You must give Us all the information and cooperation that We require including access to any person(s), and promptly forward to Us all correspondence received by You concerning the Accident, event, claim, damage or loss
- k) You, Your family, representatives, agents, employees or other person(s) having care, custody or control of the Horse submitting to examinations under oath, if required by Us; and
- l) You must notify Us of any other insurance that also provides cover whether in whole or in part

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.

When we agree to pay a claim

- a) We will reduce the amount We pay by any applicable excess or We will ask You to pay it. We will also reduce the amount We pay by any Premium due to Us
- b) We will not pay You more than the sum insured or relevant limit applicable unless otherwise stated in the Schedule of Insurance; and
- c) We have the right to exercise Our legal rights to conduct, defend, or settle any legal or recovery action that We consider necessary and to do so in Your name. You must fully co-operate and provide Us with any documentation that We require.

Total loss

If We pay a claim for total loss then the Horse or insured property as specified in the Schedule of Insurance is treated as having come to an end and a new cover must be effected.

A new Policy must be effected for a new Horse or insured property. We will not refund any Premium or, relevant government charges.

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.

Claim payment examples

These Claim payment examples show You how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios You are not registered for GST.

Claim Example 1
Section 1 – Mortality
Sum Insured for the Horse is \$5,000. Fair Market Value is \$4,500.
Your Horse is injured as a result of an Accident and dies as a result.
We will pay You the Fair Market Value of \$4,500.

Claim Example 2
Section 2 – Loss of use
You have selected cover for a Sum Insured of \$5,000.
Your Horse is rendered permanently incapable of fulfilling the purpose for which it is kept in the opinion of a Veterinarian.
The Fair Market Value of the Horse is \$6000.
We will pay You the Sum Insured of \$5,000. No excess is payable.
The Horse becomes Our property. If You elect to keep the Horse, and pay Us 40% of the \$5,000 agreed settlement, You can retain the Horse.
The above example in this case becomes
We will pay \$5,000 less Your payment for the Horse of \$2,000 (40%).
\$3,000 payable to You and You retain the Horse. No excess is payable.

Claim Example 3
Section 3 – Personal Accident
Insured Benefit is \$50,000
You are involved in an Accident whilst riding Your Horse and You sustain a Bodily Injury specified in the Schedule of Insurance, resulting in Your Permanent Total Disablement.
We will pay You \$50,000. No excess is payable

Claim Example 4
Section 5 – Horse Float
Sum insured of Horse Float is \$20,000.
Excess \$500
Your Horse Float is damaged in an Accident causing \$5,000 damage.
We arrange for a repairer to repair the damage to the Horse Float.
We pay the repairer \$4,500.
You pay the \$500 excess to the repairer.

Claim Example 5
Section 6 – Vet Fee Cover
Your Horse is injured and requires Veterinarian treatment.
The cost of Veterinarian treatment is \$2,500.
An excess of \$500 applies
We pay You \$2,500 less \$500 excess totalling \$2,000. (\$2,500 - \$500 = \$2,000)

Claim Example 6
Section 7 – Harness, TackTrack and Saddlery
Theft of Your harness saddlery.
The Market Value of Your harness saddlery is \$1,500.
An excess \$250 applies.
We pay You the Market Value of the harness saddlery of \$1,500 less \$250 excess totalling \$1,250. (\$1,500 - \$250 = \$1,250)

Section 10

General Exclusions

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. Any Horse which is aged under 30 days or over 20 years.
2. An injury, illness or disease caused by a malicious act, deliberate injury, or gross negligence caused by You or a member of Your immediate family or anyone living with You.
3. Your failure to take all reasonable precautions to protect the Horse from aggravating or prolonging any injury, illness or disease.
4. You acting or behaving unlawfully, and being held liable for fines or penalties, including punitive, aggravated or exemplary damages.
5. You breaking any Australian laws or regulations including those relating to animal health and importation.
6. 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.
7. 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.
8. 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.
9. 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.

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Preparation Date: 18/02/2014

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Intermediary
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ABN 27 004 478 371
AFSL 238291