

Affinity Equine Protection Insurance

Underwritten by: Liberty Mutual Insurance Company

Policy Form LIBERTY-EQ-AEP-23-07



Liberty
Specialty Markets



AFFINITY
EQUINE INSURANCE

About Aon and Affinity Insurance Brokers

Affinity Risk Partners (Brokers) Pty Ltd ABN 15 091 944 580 trading as Affinity Insurance Brokers (ABN 15 091 944 580) (“Affinity”) is a Corporate Authorised Representative (AR No. 1288354) of Aon Risk Services Australia Limited ABN 17 000 434 720, Australian Financial Services Licence (AFSL) No. 241141 (“Aon”). 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.

Aon and Liberty, the insurer and product provider of this **Policy**, are parties to an Intermediary Agreement in which Liberty authorises Aon to issue this Equine Protection Insurance **Policy** on Liberty’s behalf.

Aon is therefore acting under an authority given to it by Liberty and will be effecting the insurance as agent of Liberty and not as **Your** agent. Aon has authorised Affinity to provide financial services on its behalf pursuant to Aon’s AFSL under a Corporate Authorised Representative Agreement. Aon will also act as agent of Liberty in the handling of any claim under this **Policy**.

Liberty is the product provider and insurer

Liberty Mutual Insurance Company, Australia Branch ABN 61 086 083 605, AFSL 530842 (for claims handling and settling services only), is incorporated in Massachusetts, USA (the liability of members is limited) (“Liberty”) and operates in Australia as a branch, trading as Liberty Specialty Markets. Liberty is authorised by the Australian Prudential Regulation Authority (“APRA”) to write general insurance business in Australia.

Affinity’s 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 is part of the global Aon group of entities and its staff are experienced and well trained to respond to **Our** customers’ needs. Affinity is a member of the National Insurance Brokers Association of Australia (“NIBA”), 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 under Aon’s AFSL for and on behalf of Liberty. 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: 1 July 2023. 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

Target Market Determination

In addition, Our Target Market Determination, available on **Our** website or from Liberty's website, may assist **You** to understand the class of retail clients for whom this **Policy** has been designed.

Or click [here](#) to take **You** straight to the TMD applicable to this Policy.

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Important Information

The purpose of this PDS

This PDS has been prepared to assist **You** in understanding **Your** Affinity Equine Protection Insurance **Policy** and making an informed choice about **Your** insurance needs.

It 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.

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, Aon and Affinity may also be referred to as **We**, **Us**, or **Our** where the context permits.

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**.

Remuneration

We receive remuneration from Liberty when **We** issue, renew or vary a **Policy** that **We** have arranged. The type and amount of remuneration varies and may include commission and other payments. If **You** require more information about remuneration **We** may receive or pay to **Our** intermediaries, **You** should ask **Us**.

Applying for cover

When **You** apply for this insurance, **We** may require **You** 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** will provide 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

Equine Protection Coverage

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 – Public Liability

Cover for damages, claimant’s costs and expenses that **You** become legally liable to pay as compensation, which has resulted from **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 3 – Veterinary Fees

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

Section 4 – 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 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 will generally apply when **You** make a claim. An excess, if applicable, is the amount **You** must contribute towards each claim **You** make under the **Policy**. 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 on **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 in 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 to take reasonable care not to 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** duties to **Us** under applicable law, including applicable insurance legislation.

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;
- payment of **Your Premium** by instalments (if applicable), 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**.

If You Pay Your Premium By Instalments

An administration charge may apply to use an instalment payment facility. If **You** choose to pay **Your Premium** by instalments, **Your Premium** may be more than if **You** choose to pay by a single annual payment. If **You** are paying by instalments and an instalment is 14 days or more overdue, **We** may refuse a claim. **We** may cancel this insurance if the instalment is one month or more overdue. If **We** cancel **Your** insurance where an instalment is unpaid, **Your** insurance cover will end on the due date of the first unpaid instalment payment.

Duty to take reasonable care not to make a misrepresentation

When **We** agree to insure **You**, or to renew, extend, reinstate or vary **Your** contract of insurance, **Our** decision is based upon the accuracy and completeness of the information **You** provide to **Us**.

Before entering into a contract of insurance with **Us**, or renewing, extending, reinstating or varying **Your** contract of insurance with **Us**, **You** have a duty to take reasonable care not to make a misrepresentation. This means **You** have an obligation to take reasonable care to be honest, accurate and complete in the answers to the questions **We** ask **You**. In doing so, **You** also need to make sure **You** provide answers for anyone else to whom the questions apply.

If there has been a breach of this duty, **We** may reduce or deny a claim made by **You** or anyone else insured under **Your Policy** or cancel **Your** insurance altogether.

We never want to have to do that, so **You** must answer the questions **We** ask **You** honestly, completely and accurately whenever **We** interact with **You** in relation to **Your** insurance.

If **You** are unsure about any question/s **We** ask **You**, please tell **Us**. If **You** are not sure of the answers to any questions, **You** should take the time needed to answer them.

Cooling off period

After **You** purchase this **Policy**, **You** have cooling off rights. **You** can return **Your Policy** by notifying **Us** by mail, email or by telephone within 21 days of cover commencing. This is **Your** cooling-off period. Provided a claim has not been made on the **Policy**, **You** have the right to cancel the **Policy** within the cooling-off period and obtain a full refund of the **Premium** paid. 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** may reasonably 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 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 or by email at equine@affinityib.com.au.

On receipt of **Your** complaint and, provided **We** have the relevant claim or policy reference as applicable, **We** will provide our acknowledgement within 1 business day of receipt. When **We** provide our acknowledgement, **We** will also inform **You** of the manager appointed to liaise with **You** regarding **Your** complaint and their contact details.

Your complaint will be fully investigated and a response issued within 10 calendar days provided **We** have all the necessary information. If **We** are unable to resolve **Your** complaint to **Your** satisfaction within 10 calendar days or, if the complaint is complex, any other period agreed with **You**, then **We** will refer **You** 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 phone Liberty on (02) 82985800 or 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 in writing within 30 calendar days of the date **Your** complaint was first received, provided we are in receipt of all necessary information. 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 **Your** complaint can't be resolved to **Your** satisfaction within 30 calendar days of the date **We** first received your complaint, **You** are able 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 (Free call)
Fax: (03) 9613 6399
Email: info@afca.org.au
Website: www.afca.org.au

How We Protect Your privacy – our Privacy Statement

In this Privacy Statement the use of “**We**”, “**Our**” or “**Us**” means Affinity, Aon and Liberty, where the context permits and 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, 1225

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).

Aon & Affinity

Telephone: 02 9253 7000
Mail: Privacy Officer Level 33, 201 Kent Street, Sydney, NSW, 2000
Email: privacyofficer@aon.com

Both Affinity and Aon subscribe to the Aon Privacy Statement located at www.affinityib.com.au/legal-information/privacy/

Your 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.

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 make available to **You** 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 **Us** (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 an event that is unintentional and unforeseen from your perspective which occurs during the **Period of Insurance**.

“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, 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.

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

“Certificate of Death Report” means the examination of the **Horse** after its death and the preparation of a written report, which does not require a full **Post-Mortem** examination, made by a **Veterinarian** establishing the identity, the cause of death or the reason for the **Humane Destruction** of the **Horse**.

“Corrective Farriery” means farrier work performed under the direction of a Veterinarian as part of a treatment program to correct injury, lameness or pain suffered by your horse.

“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.

“**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.

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

“**Humane Destruction**” means the destruction of the **Horse** by a **Veterinary Surgeon**, where the **Horse** suffers an injury or is afflicted with an excessively painful disease and the suffering of the **Horse** is incurable and so excessive that immediate destruction is necessary for humane reasons.

Please note that conditions apply in the event of **Humane Destruction**; please see Section 6 – Claims Conditions.

“**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**.

“**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**.

“**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.

“**Surgical Shoeing**” means farrier work carried out at a veterinary hospital as part of an emergency attempt to save **Your Horse**. Examples include a hoof rebuild, specialist boots to relieve pressure on limbs or treatment for severe laminitis. It does not include routine foot care or **Corrective Farriery** for **Your Horse** which **Your** farrier would normally provide.

“**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**.

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 You 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:
 - a) 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)**
 - b) We will only pay a claim if the **Horse(s)** has been missing for 90 days or more; and
 - c) if **Your Horse(s)** is recovered and We have paid **Your** claim, **You** must promptly 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 or New Zealand; such destruction being carried out by or on the order of the responsible authority at the time on the basis 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** had the death occurred during the **Period of Insurance**. It is a condition of this cover that **You** notify **Us** as soon as practicable after the injury, illness or disease occurs.

In each case under this additional cover, We will pay up to the **Fair Market Value** of **Your Horse(s)** at the time of loss or death or the sum insured shown in the **Schedule of Insurance**, whichever sum is lower.

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 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.

This condition shall also apply in respect of:

- a) any variation to the **Policy** to increase the sums insured on a **Horse** already insured; and/or
- b) any **Horse** added to this **Policy**; and/or
- c) where applicable, 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 must be the sole owner of the **Horse** or have a financial interest in the **Horse**. This insurance will cease to cover the **Horse** immediately if **You** sell, or otherwise part with all of Your financial interest in the **Horse**.
4. If during the **Period of Insurance** You elect to have the **Horse** castrated, **You** must notify **Us** of **Your** election to do so prior to the **Horse** being operated upon for castration or spaying. **We** may upon receipt of such notification charge **You** an additional **Premium** for the change in risk associated with the surgery.
5.
 - a) It is a condition of this **Policy** that prior to the commencement date of this **Policy** there has been no theft, attempted theft, or threat of theft of **Your Horse** 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 in relation to **Your Horse**.
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 of the circumstances and amount of the highest bid.
7. The **Horse** must remain within the Geographical Limits stated in the **Schedule of Insurance** during the whole **Period of Insurance**.

Exclusions

We will not cover **You** for any claim **You** may make under this Section 1 of the **Policy** which arises from:

1. **Your Horse** being used for or taking part in professional thoroughbred racing or harness racing of any kind.
2. 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.
Provided that this exclusion will not apply:
 - a) Where **We** have expressly agreed to the destruction of the **Horse**; or
 - b) In the case of **Humane Destruction**.
3. 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** and to have been carried out in an 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 an **Accident** occurring during the **Period of Insurance**. 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 reasonable care and attention to the **Horse**, including failure to vaccinate against disease endemic to the area where **Your Horse** is located and failure to isolate **Your Horse** from the remaining herd upon discovery of a contagious or infectious disease; or
- e) the use of the **Horse** for any purpose other than that specified in the **Schedule of Insurance**.

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 3(a), (b), or (c) shall be upon **You**.

- 4. Any **Horse** which is aged under 24 hours or over 20 years, unless specified in the **Schedule of Insurance**.
- 5. Any embryo within a mare or any of her foals, unless such embryo, mare, or foal is specified in the **Schedule of Insurance**.

Section 2 - 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** 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 above 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.

Where practicable, we ask that **You** obtain **Our** prior consent before incurring such costs and expenses and **Our** consent will not be unreasonably withheld or delayed.

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 forwarded to **Us** by **You** as soon as practicable after receipt.
2. No admission, offer, promise, payment or indemnity shall be made or given without **Our** written consent, which shall not be unreasonably withheld or delayed.
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 subject to **Your** right to be informed of the status of proceedings and to be consulted where appropriate and that **We** take into account **Your** interests including any reputational impact on **You**.
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 under this Section 2 of the **Policy** 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** or 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** or 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 3 - Veterinary Fee Cover

The cover

We will indemnify You for **Veterinarian** fees incurred up to the amount stated in the **Schedule of Insurance** 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 in total per **Horse** in any **Policy** year whichever is the lesser.

Any requirement for Veterinary treatment must be advised to Us during the **Period of Insurance** in accordance with Section 6 – Claims Conditions 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 not pay for **Alternative Treatment** or stabling at a Veterinary hospital. We will only pay 25% of costs incurred for MRI and Scintigraphy.

Exclusions

We will not cover You for any claim that You make under this Section 3 of the Policy which directly or indirectly arises out of or is as a consequence of or is contributed to by:

1. Veterinary treatment unless performed by a **Veterinary Surgeon**.
2. **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.
3. Any costs incurred as a result of euthanasia and post mortem, carcass disposal or cremation unless extended on the **Schedule of Insurance**.
4. Husbandry costs boarding and/or agistment or transportation costs, cost of horse walker or specialist exercise regime including spa treatment.
5. **Veterinarian** costs arising out of injury, illness or disease (excluding equine gastric ulcers) 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**.
6. **Veterinarian** costs arising from equine gastric ulcers contracted within the first 90 days after inception of this **Policy** or 90 days from the date of the **Horse** being added to this **Policy**.
7. **Veterinarian** costs incurred more than 12 months after the onset of the injury, illness or disease.
8. **Alternative Treatment** costs unless agreed by Us.
9. 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.
10. The proportion of costs incurred for hospitalisation following surgery which relates to boarding and/or agistment.
11. Costs incurred in preparing **Veterinarian** reports or claim forms.
12. 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.
13. Behavioural problems unless established and certified by Your **Veterinarian** to have resulted from injury, illness or disease consequent upon an **Accident**, or injury, illness or disease during the **Period of Insurance**.
14. Vices.
15. Routine costs for pregnancy and/or foaling.
16. Wolf teeth.
17. Any **Horse** which is aged under 30 days or over 15 years.
18. Costs incurred for **Corrective Farriery**, other than costs for **Surgical Shoeing**.

Section 4 - Harness, Tack and Saddlery

The cover

We agree that, subject to the following terms, conditions and exclusions of the **Policy**, **We** will indemnify **You** in respect of the market value at the time of loss, not exceeding the amount specified in the **Schedule of Insurance**, for **Accidental** physical loss or damage, including theft, occurring during the **Period of Insurance** to harness, tack and saddlery belonging to **You**.

We will pay the market value up to the sum insured specified in the **Schedule of Insurance**. Reasonable proof of ownership and value will be required.

Harness, 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 4 of the **Policy** 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.

Conditions

The following specific condition must be complied with. If it is 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 prior to the commencement date of this **Policy** there has been no theft or attempted theft of **Your** Harness, Tack and Saddlery or threat against **You** or **Your** Harness, Tack and Saddlery whether insured hereunder, insured elsewhere or uninsured.

Section 5 - 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 **You** do 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** by telephone or in writing (including by email) that **You** want to cancel it. Cancellation by **You** will be effective when **We** receive **Your** request. **We** will refund to **You** a proportion of **Premium** (less any unrecoverable government charges) to reflect the remaining **Period of Insurance**.
- b) In the event **You** cancel the **Policy** for whatever reason after having made a claim, or being entitled to make a claim, no premium refunds are payable, and the remaining premium for that **Period of Insurance** must be paid.
- c) **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** duties to **Us** under the law;
 - iii) failed to comply with a term or condition of this **Policy**, including 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 latest of the following times:

- d) when another contract of insurance is taken out by **You** to replace this **Policy**; or
- e) at 4.00pm of the third business day after the day notice was given to **You**, or
- f) if a date and time is specified in the notice – that time.

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 **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 practicable.

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. 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 6 – Claims Conditions

We ask that the following specific conditions 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 (including by email) 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. **Things You Must Do.**

In the event of any **Accident**, illness, disease, lameness, injury or physical disability whatsoever of or to a **Horse**, **You** must as soon as possible at **Your** own expense engage a **Veterinary Surgeon** and, if required by **Us**, allow removal of the **Horse** for treatment. **You** must also as soon as possible notify **Your broker**. **Your broker** may also instruct a **Veterinary Surgeon** on **Our** behalf if deemed necessary. If **You** fail to comply with any of the above requirements, **We** may not pay **Your** claim, or it could affect the amount **We** pay.

In the event of the death or **Humane Destruction** of a **Horse** **You** must:

1. as soon as possible, and at **Your** own expense, arrange for a **Veterinary Surgeon** to confirm the identity of the **Horse** and the cause of death (or in the case of **Humane Destruction**, the reason why **Humane Destruction** was necessary). In addition, a **Certificate of Death Report** will be required, unless **We** agree otherwise in writing. **We may require a full Post-Mortem examination to be performed on the Horse. However, the cost of the Post-Mortem will be met by Us. In the event that the attending Veterinarian is not able to categorically determine the cause of death a full Post-Mortem, or a Post-Mortem of the region of interest will always be required; and**
2. as soon as possible, notify **Your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **We** may require. **Your broker** may also instruct a **Veterinary Surgeon** on **Our** behalf if deemed necessary by **Us**.
3. provide **Affinity** with a detailed Claim Form and Release within sixty (60) days after the death or **Humane Destruction** of the **Horse**, or as soon as possible.

If **You** fail to comply with any of the above duties, **We** may not pay **Your** claim.

You must at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim by:

- a) providing as soon as possible upon request by **Us** or **Our** representatives access to any person(s), copies and originals of all veterinary records whether held by **You**, or by **Veterinary Surgeons**, having care, custody or control of the **Horse**; and
- b) providing as soon as possible upon request by **Us** or **Our** representatives all information relating to the condition, history, performance, value or otherwise of the **Horse** which **We** or **Our** representatives may reasonably require; and
- c) preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **We** or **Our** representatives have inspected it. If **You** have coverage for veterinary fees under this **Policy**, **You** should keep any original bills, receipts or invoices **You** are asked to pay and submit them to **Us** for consideration.

Failure to cooperate with **Us** could affect **Your** claim, for example **We** may reduce the amount **We** pay as appropriate.

It is important that you do not arrange for the removal and disposal of the remains of the **Horse** until **We** have completed any necessary investigation. **We** would expect to give you permission to arrange for the removal and disposal of the remains of the **Horse** (at your own expense) within 48 hours of concluding our investigation into your claim.

Humane Destruction of a Horse

Before **Humane Destruction**, a **Veterinary Surgeon** must be appointed by **Us** and must provide **Us** with confirmation in advance that **Humane Destruction** is necessary because the suffering of the **Horse** is excessive and incurable.

In some circumstances it may be necessary for **You** or someone acting on **Your** behalf to appoint a **Veterinary Surgeon** to conduct **Humane Destruction** of the **Horse** before **You** can notify **Us**. **We** may accept confirmation from the **Veterinary Surgeon** after the event that **Humane Destruction** was necessary, but if **We** decide that this action did not meet the definition of **Humane Destruction** set out in this insurance **We** may not pay **Your** claim.

3. **You** should send **Affinity**:
 - a) Notice and details of the loss, damage or Injury (if known by **You**) in writing (whether by post or email); and
 - b) any communication or court documentation received.
4. 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.
5. **You** must take all reasonable steps to stop any further loss from occurring.
6. **You** must contact **Us** before repairing or replacing any damaged property.
7. **You** must advise the nearest police station if **Your** property is lost, stolen or maliciously damaged.
8. **You** must not pay or promise to pay or offer payment or admit responsibility for a claim.
9. **You** must keep the property that has been damaged so **We** can inspect it as reasonable.
10. **You** must provide **Affinity** with all the information **We** reasonably require in relation to the claim, including valuations, receipts, proof of ownership and statutory declarations if requested.
11. **You** must provide **Affinity** with all the information and cooperation that **We** reasonably require in relation to the claim including reasonable access to any person(s), and forward to **Us** as soon as practicable all correspondence received by **You** concerning the **Accident**, event, claim, damage or loss.
12. **You**, **Your** family, representatives, agents, employees or other person(s) having care, custody or control of the **Horse** submitting to interviews with **Us**, if reasonably required by **Us**.
13. **You** must notify **Us** of any other insurance that also provides cover whether in whole or in part.
14. All certificates, information and evidence that **We** reasonably require to support a claim shall be provided at **Your** own expense and shall be in a form that **We** will reasonably request of **You**.
15. Every letter, writ, claim, summons, legal process or other document received by **You** shall be forwarded to **Affinity** by **You**, as soon as practicable by **You**;
16. No admission, offer, promise, payment or indemnity shall be made or given without **Our** written consent, which shall not be unreasonably withheld or delayed.

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) When **We** vary cover to add a horse or an additional section of cover mid-term and charge a pro-rata premium, in the event of a claim the full yearly premium is payable and **We** will reduce the claim amount **We** pay by any premium due to **Us**.
- c) **We** will not pay **You** more than the sum insured or relevant limit applicable unless otherwise stated in the **Schedule of Insurance**; and
- d) **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 provide **Us** with all reasonable cooperation and any documentation that **We** reasonably require.

Total loss

If **We** pay a claim for total loss then cover for the **Horse** or insured property as specified in the **Schedule of Insurance** is treated as having come to an end. **We** will not refund any Premium or relevant government charges on cover coming to an end on this basis. A new **Policy** must be effected for a new **Horse** or insured property.

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 of **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 3 – Veterinary Fee Cover

Excess \$500

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 3

Section 4 – Harness, Tack and Saddlery

Excess \$250.

Theft of **Your** harness, tack and saddlery.

The market value of **Your** harness, tack and saddlery is \$1,500.

An excess \$250 applies.

We pay **You** the market value of the harness, tack and saddlery of
\$1,500 less \$250 excess totalling \$1,250. ($\$1,500 - \$250 = \$1,250$)

Section 7 - 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. 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**.
2. **Your** failure to take all reasonable precautions to protect the **Horse** from aggravating or prolonging any injury, illness or disease.
3. **You** acting or behaving unlawfully, where this has caused or contributed to a loss or damage, and being held liable for fines or penalties, including punitive, aggravated or exemplary damages.
4. **You** breaking any Australian laws or regulations, including those relating to animal health and importation, where this has caused or contributed to a loss or damage.
5. 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.
6. 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.
7. 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.
8. 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.
9. **We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
10. Any **Cyber Incident**.
11. Avian Influenza or any mutant variation.