

Affinity Horse Float & Gooseneck Insurance

Underwritten by: Liberty Mutual Insurance Company

Policy Form LIBERTY-EQ-HFG-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 Horse Float & Gooseneck 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

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

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

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

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

Horse Float and Gooseneck Coverage

Your Policy provides cover for loss or damage to the insured **Trailer**, including theft, up to the **sum insured** which appears on the **Schedule of Insurance**. **We** will, depending on the extent of the loss or damage to the **Trailer**, and subject to the terms, conditions and exclusions of this **Policy**, repair or replace the **Trailer**, or cash settle **Your** claim. In the event of the **Total Loss** or destruction of the **Trailer**, the basis of settlement will be the cost of replacing the **Trailer** on a like for like basis.

Your Policy includes cover for damages, claimant’s costs and expenses that **You** become legally liable to pay compensation for, which have resulted from **Bodily Injury** or property damage, caused by or arising in connection with the **Trailer** described in the **Schedule of Insurance**. **We** will also pay **Your** reasonable legal costs and expenses incurred with respect to **Your** liability to a third party for damage to that third party’s property. **Our** consent must be obtained before, or as soon as is reasonably practicable after, incurring such costs and our consent will not be unreasonably withheld or delayed.

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 5 “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**, including questions which may relate to anyone else to whom this insurance applies.

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 3 – 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 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 to take reasonable care not to make a misrepresentation, 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/

You complaint can be lodged over the phone, via mail or email or **You** may wish to make an appointment with our Complaints Officer at a convenient time and location.

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 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 to **Us**) the **Premium**. **You** may pay **Your Premium** by cash, cheque or credit or debit card. If **Your** cheque or credit card is dishonoured by **Your** financial institution, **You** are not insured.

Definitions

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

“Accident” or **“Accidental”** means a sudden, specific event that is unintentional and unforeseeable from **Your** perspective or the perspective of the driver of **Your Trailer** (if other than **You**) occurring during the **Period of Insurance** and within the Commonwealth of Australia.

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

“Cyber Incident” means:

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

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

“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 price at which ownership of the **Trailer** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

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

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

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

“**Salvage Value**” means the Market Value of the **Trailer** in its damaged state less any costs of realizing that value.

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

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

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

“**Total Loss**” occurs where **Your Trailer** is so damaged that the cost of repairs, plus the salvage value of the **Trailer**, exceeds the **Sum Insured** as noted in **the Schedule of Insurance**, or the **Market Value** of the **Trailer**, taking into account any State and Territory legislation relevant to this determination.

Section 1 – Own Damage

We will insure **You** against **Accidental** loss or damage to **Your Trailer** (including theft) caused by or arising out of an **Accident**.

How We will pay a claim

Following a valid claim under this Section of the **Policy**, **We** will pay the cost of:

- a) Repairing **Your Trailer**, unless **Your Trailer** is a **Total Loss** or where the repair of **Your Trailer** is not reasonably practicable, or
- b) replacing **Your Trailer**, provided the cost of such replacement does not exceed the **Sum Insured** stated in the **Schedule of Insurance** or the **Market Value**, whichever is the lesser. If **We**, in consultation with **You**, provide **You** with a cash settlement, the maximum amount **We** will pay is the **Sum Insured** stated in the **Schedule of Insurance** or the **Market Value**, whichever is the lesser.

Total Loss

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

Theft

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

New Trailers

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

- a) less than thirty-six (36) months old, calculated from the date the **Trailer** was first registered, and
- b) a **Total Loss**,

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

If, in consultation with **You**, **We** agree to provide **You** with a cash settlement, the maximum amount **We** will pay is the **Sum Insured** stated in the **Schedule of Insurance**.

Delivery of a replacement Trailer

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

Finance Payout

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

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

Stamp Duty

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

Reinstatement of the Limit

Following payment of a claim under the **Policy**, other than a payment for **Total Loss**, insurance for **Your Trailer** will be reinstated for the full amount shown in the **Schedule of Insurance**.

Repairs

Where **Your Trailer** is to be repaired, **You** may suggest a repairer, to which **We** will not unreasonably object. **We** may also suggest a repairer for **You**. If **We** do not accept **Your** choice of repairer, **You** must continue to cooperate with **Us** until a repairer upon which both **We** and **You** agree upon is appointed.

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

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

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

You may have to contribute an **Excess** towards any claim.

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

Additional covers applicable to this Section

The following additional covers may be payable where a valid claim is accepted under this Section:

1. Emergency Repairs

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

2. Emergency Services

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

3. Equine Equipment

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

4. First Aid Kit Expenses

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

5. Funeral Expenses

If the driver of **Your Trailer** dies as a result of, and within twelve (12) months of, an **Accident**, **We** will pay up to \$10,000 for the funeral, burial or cremation expenses incurred. This additional benefit extends to include transportation of the body or ashes of the deceased person and travel by any member of the deceased person's immediate family that is reasonably required in order to attend the funeral.

6. General Average Charges

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

7. Hire Trailer following damage or theft

If **Your Trailer** is stolen or becomes a **Total Loss**, **We** will pay the cost of hiring a **Trailer** similar to **Yours**, until:

- a) **Your Trailer** is found; or
- b) **Your** claim is settled, including by way of cash settlement; or
- c) **You** receive **Your** replacement **Trailer**, or
- d) The expiration of Thirty (30) days from the date **Your Trailer** is stolen or becomes a **Total Loss**, whichever occurs first.

8. Immediate Family Travel Expenses

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

9. Load carried by Trailer

We will pay up to \$500 for reasonable costs incurred in recovering, reloading or moving to the nearest safe place, any load carried by **Your Trailer** where:

- a) the load is lost or falls from **Your Trailer** as a result of an **Accident**; or
- b) the load is livestock and **Your Trailer** is unable to be driven or towed as a result of an **Accident**.

10. New Trailer Cover

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

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

11. Removal of Debris

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

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

12. Replacement of Locks and Keys

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

13. Signwriting

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

14. Taxi Fare

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

15. Towing or Return of Trailer

Following an **Accident**, **We** will pay the reasonable costs of towing **Your Trailer** to the repairer agreed with **You** or to any other place reasonably approved by **Us**, and also for the costs incurred to return **Your Trailer** to **You** after its repair or recovery.

16. Travel and Accommodation expenses

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

17. Unspecified Non-standard Accessories

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

Optional Cover that can be Added to your Policy

This optional cover shall only apply when activated in the **Schedule of Insurance**.

1. Windscreen Glass

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

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

This benefit only applies once per **Period of Insurance**.

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

Exclusions Applicable to this Section

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

1. Reduced Value

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

2. Costs Incurred

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

3. Mechanical or Electrical Breakdown

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

4. Safeguarding the Trailer

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

5. Tyres

Damage to the tyres of the Trailer, when damaged by the application of brakes, or by road punctures, cuts or bursts, unless such tyre damage is caused by an Accident or malicious damage otherwise covered by this Policy.

6. Trailer Deterioration

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

Section 2 – Legal Liability

We will insure **You**, subject to the limit of liability clause, for any amount which **You** may be held legally liable at law to pay by way of compensation for **Bodily Injury** to any person or damage to property as a result of an **Accident** happening during the **Period of Insurance** and caused by or arising out of the use of **Your Trailer** by **You** or on **Your** behalf within the Commonwealth of Australia.

This includes claims arising from:

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

Limit of Liability

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

Additional Benefits Applicable to this Section

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

1. Contractual Liability

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

2. Legal Costs

We will pay for **Your** reasonable legal costs and expenses in respect of **Your** liability to a third party for **Bodily Injury** or damage to a third party's property as a result of the use of **Your Trailer**. Furthermore, We will pay reasonable legal expenses incurred for representation at any formal legal inquiry or at any coroner's inquest. 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, subject to such payment not exceeding the Limit of Liability.

Exclusions Applicable to this Section

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

1. Unlicensed Drivers

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

2. Intoxication

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

- a) Under the influence of any drug or alcohol; 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.

Provided that this exclusion shall not apply:

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

3. Unpermitted Use

If **Your Trailer** is being used for any of the purposes in a) – e) below:

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

and such use was the proximate cause of, or contributed to loss or damage to the **Trailer**, provided this exclusion will not apply where **You** did not know, and could not reasonably have known, that the **Trailer** was being so used.

4. Deliberate Actions

If **You** deliberately cause an **Accident**, we will not pay for any liability that follows from this.

5. Property in Care, Custody or Control

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

- a) **You** or any member of **Your** family who normally lives with **You**
- b) Any other person who normally lives with **You**.

6. Bodily Injury to Family

For **Bodily Injury** to **You** or any member of **Your** family who normally lives with **You**.

7. Compulsory Insurance

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

Section 3 – General Conditions

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

1. Reasonable precautions

You must, at all times, take reasonable precautions to prevent any **Accident**, loss, destruction or damage which may result in a claim under this **Policy**. If **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

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**.

We may cancel this insurance by giving **You** notice 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 a failure to pay the **Premium**
- iv) made a fraudulent claim under this **Policy** or any other insurance during the time this **Policy** has been in effect
- v) failed to notify **Us** of a specific act or omission as required by this **Policy**
- vi) altered the circumstances of the risk during the **Period of Insurance**.

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

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

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. Other insurance

In the event of a claim, **You** must notify **Us** in writing if other insurance is effected which covers any matter covered by this **Policy** in whole or in part.

7. Excess

You must contribute the excess as listed on the **Schedule of Insurance** for each and every claim under this **Policy**. **You** do not need to contribute this amount if **You** are involved in an **Accident** and:

- The **Accident** was not **Your** fault; and
- The person who caused the **Accident** is able to be identified (**You** should obtain the name, current address and contact details of the person who caused the **Accident**, or other information which could lead to their identification wherever practicable).

8. What you must do after an accident

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

Do not admit liability for the accident

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

Obtain details of other parties

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

Communicate with Us as soon as possible

You or **Your** legal representative must provide notice and details in writing of the occurrence of any **Accident** or event which may become the subject of a claim under this **Policy**, as soon as practicable after the **Accident** or event, whether or not **You** intend to make a claim. **You** must also provide such further information regarding the **Accident** or event as **We** reasonably request.

Any communication from other parties must be sent to **Us** as soon as practicable. Any notice of impending prosecution or details of any inquest or official enquiry must be advised to **Us** without delay.

Repairs

You should contact **Us** before authorising repairs to **Your Trailer**. If **You** authorise any repairs other than in accordance with the requirements of this **Policy**, that may impact the amount payable in relation to **Your** claim.

9. Subrogation Waiver

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

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

Section 4 – Claims Conditions

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 **Us** by telephone or in writing (including by email) as soon as practicable after **You** or **Your Trailer**, suffers loss, damage or injury. **You** can contact **Us** at:

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

2. **You** should send **Us**:
 - a) Notice and details of the loss, damage or Bodily Injury (if known by **You**) in writing (whether by post or email); and
 - b) any communication or court documentation received.
3. If **You** do not make a claim within a reasonable time of the loss, **We** may reduce what **We** pay to **You** to allow for any financial prejudice **We** may have suffered because of the delay;
4. **You** must take all reasonable steps to stop any further loss from occurring;
5. Where practicable, **You** must contact **Us** before repairing or replacing any damaged property;
6. **You** must advise the nearest police station if **Your** property is lost, stolen or maliciously damaged;
7. **You** must, if practicable, keep the property that has been damaged so **We** can inspect it if required;
8. **You** must provide **Us** with all the information **We** reasonably require including valuations, receipts, proof of ownership and statutory declarations if requested;
9. **You** must give **Us** all the information and cooperation that **We** reasonably require in relation to the claim including access to any person(s), and promptly forward to **Us** all correspondence received by **You** concerning the **Accident**, event, claim, damage or loss;
10. **You** must notify **Us** of any other insurance that also provides cover whether in whole or in part;
11. All certificates, information and evidence to support a claim that **We** reasonably require shall be provided at **Your** own expense and shall be in a form that **We** will ask **You**;
12. Every letter, writ, claim, summons, legal process or other document received by **You** shall be immediately forwarded to **Us** by **You** unanswered;
13. No admission, offer, promise, payment or indemnity shall be made or given without **Our** prior written consent, which shall not be unreasonably withheld or delayed;
14. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim, or to prosecute in **Your** name for **Our** own benefit any claim, for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim, subject to **Your** right to be informed of the status of proceedings and to be consulted where appropriate, and **We** will take into account **Your** interests, including any reputational impact on **You**.

How the Goods and Service Tax affects Your claim

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

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

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

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

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