

# Bloodstock Insurance Proposal Form

## Your Disclosure Duties

We draw your attention to your relevant disclosure duty. Please read and direct any queries you may have to us immediately. In the absence of any queries from you we will assume that you have read and understood them.

### IF YOU ARE A CONSUMER AND YOU ARE A NEW CLIENT:

#### Your duty to take reasonable care not to make a misrepresentation

Your application for insurance cover will be treated as if you are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true or does not fairly reflect the truth.

When you apply for insurance, we will ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime you answer our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

#### If you do not comply with your duty

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain right, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- > Avoid your insurance cover. This means that you insurance contract and cover will be treated as if it never existed;
- > Change the amount of cover, for example the level of cover may be reduced;
- > Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- > Explain our reasons why we believe you have breached your duty; and
- > Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

#### If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

### IF YOU ARE A CONSUMER AND YOU ARE AN EXISTING CLIENT:

#### Your duty to take reasonable care not to make a misrepresentation

Before you renew this contract of insurance, you have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 (Cth). It is very important that you comply with your duty, as this may impact on your insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true or does not fairly reflect the truth.

When you apply to renew this insurance, we may ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are important as we use them to determine whether we can provide insurance cover to you, and if so, the terms of the policy and the premium we will charge. This means that when answering our questions, you should respond fully, honestly and accurately.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, we will understand this to mean that there are no changes.

You have this duty until we agree to renew the contract, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance. We may later investigate the answers you provide to us, for example, when a claim is made. To take reasonable care not to make a misrepresentation applies anytime you answer our questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers you provide to us, for example, when a claim is made.

#### If you do not comply with your duty

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain right, which may depend on what your insurance offer may have been had you not made a misrepresentation, and whether or not the misrepresentation was fraudulent. We have different actions available to us, for example, we may do one of the following:

- > Avoid your insurance cover. This means that you insurance contract and cover will be treated as if it never existed;
- > Change the amount of cover, for example the level of cover may be reduced;
- > Change the terms of your insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit may be reduced, or premiums increased.

If we suspect that you may have breached your duty to take reasonable care not to make a misrepresentation, before we exercise any of the actions available to us, we will:

- > Explain our reasons why we believe you have breached your duty; and
- > Provide you with an opportunity to respond and provide us with further information.

If we decide to make changes to your cover, we will notify you of our decision and provide you with the review process and complaints procedure to follow if you disagree with our decision.

#### If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

### IF YOU ARE NOT A CONSUMER AND YOU ARE A NEW OR EXISTING CLIENT:

#### Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell us anything that:

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

#### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### If you need help

It is very important that you understand this information, the questions that we ask you and your duty. If you are having difficulty for any reason, such as a disability, English language, or require further support such as a support person you trust, please contact us so that we may tell you how we may assist in providing additional support.

If you have any questions, please contact us, your broker or advisor.

# Bloodstock Insurance Proposal Form *Cont.*

## Details of Insured

Name of Insured: \_\_\_\_\_ Trading name (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_ Consent to all correspondence/documentation via email?

Postal address: \_\_\_\_\_ Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

ABN: \_\_\_\_\_ Are you registered for GST? Yes  No  What is your ITC percentage? \_\_\_\_\_ Period of insurance (DD/MM/YY):  
From: \_\_\_\_\_ To: \_\_\_\_\_ at 4pm (EST)

Is there any other party with financial interest in the Horses(s) proposed for insurance? Yes  No   
If yes, is insurance required for that party's interest? Yes  No

If insurance is required please provide name of the interested party: \_\_\_\_\_

## Description of Horse(s) to be insured

| Name of Horse: | Date of birth: | Sire: | Dam: | Colour: | Breed: | Sex: | IAR #: | Purchase date: | Service fee paid (if bred): | Purchase price(\$): | Sum insured(\$): |
|----------------|----------------|-------|------|---------|--------|------|--------|----------------|-----------------------------|---------------------|------------------|
|----------------|----------------|-------|------|---------|--------|------|--------|----------------|-----------------------------|---------------------|------------------|

Please attach additional sheets if necessary.

## Horse information

Location of Horse(s): \_\_\_\_\_

For what purpose are the Horse(s) used? \_\_\_\_\_

Are the Horse(s) sound and healthy, free from vice and well cared for in every respect? Yes  No  If no, please provide details: \_\_\_\_\_

Have any of the Horse(s) suffered from any illnesses/injuries/diseases (past 12 months)? Yes  No  If yes, please provide details: \_\_\_\_\_

Has there been any evidence of contagious or infectious disease at the location(s) where the Horse(s) are kept (past 12 months)? Yes  No   
If yes, give details, dates and confirm whether the location is now free from disease: \_\_\_\_\_

# Bloodstock Insurance Proposal Form *Cont.*

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Are the Horse(s) currently insured or have they been insured previously? Yes    No  
If yes, please provide details including the names of previous insurers:

Have you sustained a loss of a Horse in the past 12 months? Yes    No    If yes, please provide details:

Is this your first Horse? Yes    No If no, how long have you owned Horses?

Please provide full details of your Veterinary Surgeon below.

Name: Phone:

Postal address: Suburb: State: Postcode:

Have you ever been paid claims on livestock at any time? Yes    No  
If yes, please state how many, amount(s) and name(s) of insurer(s):

Has any insurer ever declined or refused to renew your Horse insurance? Yes    No    If yes, please provide details:

Are there any other circumstances within your knowledge or opinion not already disclosed, affecting or likely to affect the proposed insurance? Yes    No    If yes, please provide details

# Bloodstock Insurance Proposal Form *Cont.*

Only complete this page if applicable.

## STALLIONS

| Date commenced<br>Stud duties: | Last season              |                 |                                  | This season     |   |
|--------------------------------|--------------------------|-----------------|----------------------------------|-----------------|---|
|                                | Fertility<br>percentage: | Service<br>fee: | Total of service<br>fees earned: | Service<br>fee: | Will he be turned loose with mares at any time?<br>If yes, please provide details |
|                                | %                        |                 |                                  |                 | Yes No  |
|                                | %                        |                 |                                  |                 | Yes No  |
|                                | %                        |                 |                                  |                 | Yes No  |
|                                | %                        |                 |                                  |                 | Yes No  |

## BROODMARES

| Is the mare in foal? | If so, to what stallion? | Service fee: | Will the mare be having her first foal during currency of the Policy? |
|----------------------|--------------------------|--------------|---|
| Yes No               |                          |              | Yes - details: No - last year of foaling:                             |
| Yes No               |                          |              | Yes - details: No - last year of foaling:                             |
| Yes No               |                          |              | Yes - details: No - last year of foaling:                             |
| Yes No               |                          |              | Yes - details: No - last year of foaling:                             |

## FOALS UP TO 12 MONTHS OF AGE

If any of the Dam's previous three foals have died before 12 months please provide details:

What were the service fee(s) paid in respect to the foal(s) to be insured?

If in any instance the sum insured required is more than 3 times the service fee please give justification:

ARAB FOALS ONLY: If there is any history of combined Immunodeficiency Disease in progeny of Sire or Dam please give details:

## RACE HORSES

Total races: Total of firsts: Total of seconds: Total of thirds: Prize money won (last 12 months): Prize money won (horses' lifetime):

Please attach additional sheets if necessary.

## Declaration

This part of the Form requires the Applicant to declare that the Form has been completed by answering all of the required questions in full and in accordance with the Applicants Duty of Disclosure. The Applicant must ensure that they have read and understood the Duty of Disclosure and if necessary revise the answers in the Form; then read, sign and date the declaration below.

- > I/We hereby acknowledge that my/our duty of disclosure has been brought to my/our notice as per the disclosure notice printed with this Proposal Form.
- > I/We declare that the Animal/s proposed for this insurance is/are in good health and is/are free from injury, disability, abnormality or illness and have been so for the past twelve (12) months and that I/We have not withheld any information likely to affect acceptance of this insurance.
- > I/We hereby acknowledge that no insurance is in force until any Veterinary Certificates requested have been accepted by Coverforce.
- > I/We declare that no information has been withheld or known of any other circumstance likely to effect the acceptance of this insurance.
- > I/We agree that this application and declaration shall be the basis of the insurers' certificate and will be subject to the terms, conditions, exclusions and endorsements contained therein.
- > I/We also declare that the information provided in this Proposal Form by me/us is correct in every particular.

Signature:

Name:

Date:

*No Insurance is in force until this proposal and any Veterinary Certificates have been received and accepted by the insurer.*

## Privacy Statement

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.

For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, you can access a copy of our Privacy Policy on our website [coverforce.com.au](http://coverforce.com.au) or alternatively contact our Privacy Officer on **02 9376 7888**.

## Returning Your Form

- |   |     |
|---|-----|
| 1. Have you signed the Privacy Statement & Declaration?                                       | Yes |
| 2. Has each question in this Form been answered?  | Yes |
| 3. Have you given complete, true and accurate answers to all relevant questions in this Form? | Yes |
| 4. Have you attached all necessary supporting documentation with this Form?                   | Yes |

Please check you have correctly filled out all sections and saved the document before submitting the form.

If you wish to return your form to Coverforce via post or email, please use the details provided below.

## Contact Coverforce

### Coverforce Partners Pty Ltd

ABN 57 089 245 465 | ACN 089 245 465 | AFSL 245377

[horse@coverforce.com.au](mailto:horse@coverforce.com.au)

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*This document and the information it contains is regarded as general advice only. That is, this advice does not take into account any of your particular objectives, financial situation or needs. For this reason, before acting on any of this information, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs.*