#### 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 need help

if you disagree with our decision.

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.



Usual cover is against the risks of Mortality, subject to various conditions, limitations and exclusions. A copy of the wording showing the full extent of the cover may be seen upon Application to your Broker. Before any question is answered read carefully the declaration at the end of this Application which you are required to sign. Answer all questions in full. If there is insufficient space to answer any of the questions please continue on separate sheet provided.

Your [	Detail	S
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Full name:				Phone	Email:	
Postal address:				Suburb:	State:	Postcode:
ABN:	Are you registered for GST?	Yes	No	Occupation:		

#### SECTIONS 1, 2 & 3: Mortality, Theft/Straying & Loss of Entry Fees

Subject to acceptance by Underwriters, when would you like the insurance to commence? Please provide basis and full justification of value including any relevant show, racing or breeding records:

Sum insured\*(\$):

Date of purchase:

Purchase price(\$):

#### Description of the horse to be insured

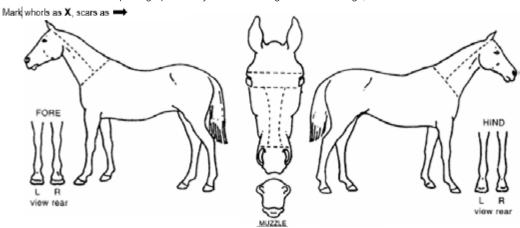
Name: Sex: Filly Mare Colt Stallion Gelding Date of birth: Colour: Height: Breed: Microchip number: Registration No: Association / society: Dam: Sire: Primary address of horse: Suburb: State: Postcode:

Please state what geographical limits are required for the HORSE/s:

Uses(s) - please tick all that apply:

Dressage Showing Campdrafting Reining Jumping Eventing Barrel racing Pleasure Polo/crosse Pony/riding club Breeding At grass Other:

Please attach photographs of any horse brandings and/or markings, or draw them below.





<sup>\*</sup>Should the sum insured be greater than the purchase price, please attach a detailed justification.

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Is the HORSE/s currently insured or has it been insured previously by you on Name of agent/broker:	r your agent? Insurer:	Yes	No	If yes, please provide details below. Expiry date:
2. Has any insurer ever declined or refused you equine insurance hereunder?		Yes	No	If yes, please provide details:
3. Have any HORSE/s which are not proposed for insurance hereunder?		Yes	No	If yes, please provide details:
4. Have other HORSE/s owned by you/in your care died during the past three If yes, please state cause and date of death and in each case state whether or r	-	Yes d please	No state, su	m insured, and name(s) of Insurer(s):

5. Location, name of trainer/stud farm (if applicable):

6. Name of your attending VETERINARY SURGEON and distance from HORSE/s location:

#### I agree with the following statements:

1. I am the 100% owner of the HORSE/s (if not, advise your interest on the last page as only your interest will be insured)	Yes	No
2. I have owned the HORSE/s for more than 12 months (if not, advise your interest on the last page as only your interest will be insured)	Yes	No
3. There is no mortgage, lien, loan, bill or sale or any other encumbrance on the HORSE/s	Yes	No
4. The HORSE/s is housed in a stable or paddock designed for equine occupation and any stable has adequate protection from fire risks	Yes	No
5. The HORSE/s is sound, healthy and fully inoculated in accordance with my VETERINARY SURGEON'S recommendation	Yes	No
Please attach any relevant vet reports and full particulars of any defects, ailments, illness or disease suffered by the HORSE/s (la 6. I acknowledge my requirement to attach any relevant vet reports as outlined above	ast 12 mo Yes	onths) No
7. Has the HORSE/s ever been nerved?	Yes	No
8. There is not currently nor has there been any contagious/infectious disease on the premises where the HORSE/s is located (past 12 months)	Yes	No
9. The HORSE/s is located within 30 miles of veterinary facilities for major operations	Yes	No

#### SECTION 4: Public Liability (also available as a stand-alone cover)

- Cover for your legal liability in respect of accidental:
- i. death, bodily injury, illness, or disease of any person;
- ii. loss of, or damage to, tangible property arising from your ownership and use of the insured horse
- > Includes legal costs
- > An excess of \$250 to each property damage claim

#### **SECTIONS 5 & 6: Loss of Use**

**Restricted** – Cover in the event of an injury, illness or disease that results in the horse becoming **totally** and **permanently incapable** of **fulfilling its principle use** as stated. Horses aged 2 up to and including 20 years of age when cover commences.

**Breeding** – Cover in the event of injury or illness that renders the Stallion/Colt totally and **permanently impotent**, infertile or incapable of natural service. Horses aged 2 up to and including 15 years of age when cover commences.

**Cosmetic** – Covers **permanent scarring** following an injury, illness and/ or cosmetic condition which renders your horse permanently incapable of fulfilling its principle use as stated in the schedule because of its appearance. Horses aged 2 up to and including 15 years of age when cover commences.

> An excess of \$nil to each Loss of Use claim

### **SECTION 7: Life Saving Surgery & Snake Bite Veterinary Fees**

Reasonable veterinary fees for general anaesthetic surgical procedures performed to save the life of a Horse subject to the maximum limit of \$5,000 during the Period of Insurance (or as specified in the Certificate). A \$2,000 sub limit applies for veterinary treatment to save a Horse as a result of a diagnosed snake bite.

An excess of \$500 for any individual Life Saving Surgery or Snake Bite Claim

#### **SECTION 8: Saddlery & Tack**

- > Loss or damage to your riding equipment up to the value of \$20,000
- No article will be deemed of greater value than \$500 unless specified on the certificate
- > An excess of \$50 applies to each claim

Yes

If yes, select option:

\$1,000,000 \$5,000,000 \$10,000,000

Yes

If yes, select option:

restricted breeding cosmetic

Yes

Yes

	Description of nominated items:	Sum insured(\$):
1.		
2.		
3.		
4.		
5.		

If you require extra space, please attach extra sheets or use the Additional Comments section on the last page.

#### **SECTION 9: Personal Accident & Dental**

- > \$5,000 for death, permanent disability, loss of sight or limb
- > \$2,500 for death if the deceased is under 18 years of age
- > \$750 for dental treatment
- > An excess of \$nil to each claim

Yes



### **Additional Application Questions**

<b>Note:</b> Please complete sections A, B and C as applicable	A, B and C as applicable.
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#### **SECTION A: Breeding Stallions**

- a) Dates of beginning and ending of service:
  - 9
- c) Stud fee last season (\$):

b) Present stud fee (\$):

- d) Number of own mares served last season:
- e) Number of other mares served last season:
- f) On what basis is the stud/service fee charged?

- g) Amount actually earned in last full season:
- h) Amount actually earned in current season to date:
- i) Bookings for remainder of current season:
- j) Expected bookings for next season:
- k) Live foal fertility percentage for the last 3 seasons:
- I) If the horse is used for AI, please give details of any stored semen and/or plans to store semen during the policy period:

#### **SECTION B: Broodmares**

- a) Last service date:
- b) Location of last service & name of stallion:
- c) Stud fee paid and terms:

- e) Does the mare have any history of abortion or stillbirth? If yes, please give details:
- Yes No

- d) Progeny record of mare for the last five years:

(f) Is the mare used for embryo transfers?

If yes, as a recipient or donor?

Yes No Recipient Donor

## **SECTION C: Racehorses**

Has any HORSE been entered for or raced in any claiming or selling race during the past twelve months? If yes, please state which HORSE/s and provide details:

to

Yes No

### **SECTION D: Racing/Show Record**

Please attach a copy of the Racing/Show Record during the 12 months immediately prior to this Application, or complete the section below.

	Name:	Competition/race:	Date:	Placings:	Total amount won (\$):
1.					
2.					
3.					
4.					
5.					



## 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.

The above named HORSE/s are owned by me and, to the best of my knowledge and belief the information provided in connection with this application, whether it my own hand or not, is true and I have not withheld any material facts. Any change in material facts must be notified to the Underwriters. I understand that non-disclosure or misrepresentation of a material fact may entitle Underwriters to void the insurance. (N.B. A material fact is one likely to influence acceptance or assessment of this application by Underwriters: if you are in any doubt as to whether a fact is material or not you must disclose it on the following page or on a separate sheet attached).

This application and the information provided in connection therewith contain statements upon which Underwriters will rely in deciding whether to accept this Insurance. Should a contract of insurance be concluded this application will form the basis of the insurance.

Signature:

Ν	la	m	e

Date:

## Electronic Delivery of Documentation

To save you time and paper and improve our services we will be providing all documents electronically (including insurance policies, Product Disclosure Statements, Financial Services Guide and other disclosure documents) by email with PDF attachments to the email address provided.

If you do not wish for us to communicate with you in this way or no longer wish to receive documentation from us electronically or you require a hard copy of any documentation, please contact us on **1800 986 445** or email horse@coverforce.com.au.

## 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** 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 www.horse-insurance.com.au

Level 5 /11 Eastern Road South Melbourne VIC 3205

**P** 1800 986 445

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.



**Additional Comments** 

