



# Horse Insurance

## Pleasure and Performance

Product Disclosure Statement and Policy Document  
Issue Date: 1 Oct 2024



# Duty of Disclosure

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## **Your Duty of Disclosure (if you are not a consumer)**

Before You enter into an insurance contract, which is not a consumer insurance contract (as that term is defined in the Insurance Contracts Act 1984 or ICA), You have a duty to tell the insurer anything that You know, or could reasonably be expected to know, that may affect the Insurer's decision to insure You and on what terms. You have this duty until the Insurer agrees to insure You. You have the same duty before You renew, extend, vary, or reinstate an insurance contract. You do not need to tell the Insurer anything that:

- reduces the risk they insure You for; or
- is common knowledge; or
- the Insurer knows, or should know; or
- the Insurer waives Your duty to tell them about.

If You do not tell the insurer anything You are required to, they may cancel Your contract, or reduce the amount they will pay You if You make a claim, or both. If Your failure to tell the Insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

## **Duty to not make a misrepresentation (if you are a consumer)**

There are specific duties that apply to You when You enter into, vary or extend a consumer insurance contract - which is defined in the ICA as one obtained wholly or predominantly for Your personal, domestic or household purposes e.g., domestic car, house, travel or accident & illness insurance.

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the Insurer (Your duty). Your duty applies only in respect of a Policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before You enter into the Policy, and also before You renew, extend, vary, or reinstate the Policy. Before You do any of these things, You may be required to answer questions and the Insurer will use the answers You provide in deciding whether to insure You, and anyone else to be insured under the Policy, and on what terms. To ensure You meet Your duty, Your answers to the questions must be truthful, accurate and complete. If You fail to meet Your duty, the Insurer may be able to cancel Your contract, or reduce the amount it will pay if You make a claim, or both. If Your failure is fraudulent, the Insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

## **Fraudulent Claims Clause (Australia)**

If any claim made is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on the Your behalf to obtain any benefit under this Policy, or if any loss under the terms of this Policy be brought about by the wilful act or with the collusion of You, We without prejudice to any other right(s) We might have under this Policy, may be entitled to refuse to pay such claim.

# Product Disclosure Statement (PDS)

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## The purpose of the PDS

The purpose of the PDS is to help You understand the insurance Policy and provide You with sufficient information to enable You to compare and make an informed decision about insurance products. This PDS covers Equine Insurance.

The PDS also sets out the significant features, benefits and risks of the Policy. You still need to read the Policy wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared on 30 August 2024.

## Who is the Insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "**We, Our, Us** or Underwriters" are the Insurer(s) of the Policy. You or Your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Coverforce Partners Pty Ltd.

## Who is Coverforce?

Coverforce Partners Pty Ltd (ABN 57 089 245 465 AFS Licence no: 245377) hereinafter called "Coverforce" is the agent of the Insurer(s). This insurance contract is written under a 'Binding Authority Agreement', which gives Coverforce authority to bind insurance contracts on behalf of such Insurer(s). As a consequence, Coverforce is acting as Agent of such Insurer(s) and not as Your Agent. Coverforce is NOT the Insurer for this contract and is NOT liable for any loss or claim.

If You have any concerns about the Policy, You should contact Coverforce in the first instance.

You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- Emailing [horse@coverforce.com.au](mailto:horse@coverforce.com.au)
- In writing at Level 5 / 11 Eastern Road, South Melbourne, VIC, 3205

## How you Contact Coverforce

About a claim - please phone Coverforce on 03 8699 8888 or [claims@coverforce.com.au](mailto:claims@coverforce.com.au)

About Your Policy - please contact Coverforce and Coverforce will liaise with Us.

## Significant benefits and features

By way of summary, the principal covers available are:

### Section 1 – Mortality

- Death or Humane Destruction of any Horse, resulting from an Injury or Illness sustained or contracted and notified during the Period of Insurance.

### Section 2 - Theft & Straying

- Theft or straying during the Period of Insurance, where the Horse is not recovered within 90 days.

- During the Period of Insurance after prior written agreement, \$300 for each Horse, to cover the cost of advertising for lost or strayed Horses and the payment of a reward which leads to recovery.

### **Section 3 – Loss of Irrevocable Entry Fees**

- Up to \$300 for loss of irrevocable entry fees following a claim under Section 1 of the Policy.

### **Section 4 – Public Liability**

- Damages and claimant's costs and expenses for which You are liable at law in respect of: accidental death, bodily Injury or Illness of any person; loss of, or damage to, tangible property.

### **Section 5 – Loss of Use Permanent Incapacity – Restricted – Excluding Breeding**

Only applicable if shown on the Schedule.

- Restricted: Where the Horse suffers an Injury or first shows symptoms of an Illness during the Period of Insurance, which results in them being permanently and physically incapable of performing the Use during the Period of Insurance or within twelve (12) calendar months of the date of expiry shown on the Policy.

### **Section 6 – Loss of Use – Breeding**

Only applicable if shown on the Schedule.

- Where the Horse is deemed permanently and totally impotent or Infertile or permanently incapable of natural service as a result of an Accident caused solely and directly by violent external and visible means or Illness.

### **Section 7 – Life Saving Surgery and Snake Bite Veterinary Fees**

- Reasonable veterinary fees for emergency 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 Policy). A \$2,000 sub limit applies for veterinary treatment to save a Horse as a result of a diagnosed snake bite.

### **Section 8 – Saddlery and Tack**

Only applicable if shown on the Schedule.

- Loss or damage, during the Period of Insurance to Saddlery and Tack

### **Section 8 – Personal Accident and Dental Cover**

Only applicable if shown on the Schedule.

- Coverage for You or any person using the Horse with Your permission (whilst riding, driving or in control of any Horse described in the Schedule) shall sustain an Injury which solely and independently of any other cause results in death or disablement as stated in the Table of Cover.

## **Significant risks**

The risks associated with Your Policy include:

- whether the Policy will provide the cover You require. Cover may not be adequate because the type or amount of cover You require does not match the cover provided by Your Policy.
- For example, because You do not satisfy terms and conditions of cover or an exclusion applies, such as You fail to take adequate precautions to protect the health of Your Horse.

- if You do not comply with Policy terms and conditions, for example Your duty to take reasonable care not to make a misrepresentation, the Insurer can refuse to pay part or all of a claim.

## **The amount You pay for this Policy**

The amount We charge You for this insurance Policy is the total amount of the Premium that We calculate to cover the risk plus any relevant government charges (such as stamp duty). This is the total amount payable shown on Your Schedule and is the amount You must pay. If You change Your cover in any way, You may be required to pay an additional amount or may be entitled to a refund of Premium.

## **How various factors affect Your Premium**

We consider a number of factors in calculating Your Premium. The key factors that affect the Premium are the type of cover, use of the horse and any optional benefits available that You select. For example, Mortality plus Loss of Use cover for Your items will be more expensive than a cover restricted to Mortality only.

The amount of Premium that You pay will also depend on the information You give Us about Your items and the other factors.

## **How to apply for insurance**

Complete and submit Our application form. If We accept Your application for insurance, You will receive a Policy that sets out details of the insurance.

## **Your duty of disclosure**

You should take reasonable care to not make a misrepresentation to Us whenever You apply for, change or renew an insurance cover. Details about disclosure information are shown in the Schedule under “Duty of Disclosure”.

## **How to make a claim**

As soon as reasonably practicable after an Accident or event that causes the loss or damage, You must first:

1. In the event of death
  - a) notify Coverforce as soon as reasonably practicable, and Coverforce will liaise with the Insurer;
  - b) have a Post-Mortem examination completed and an autopsy report prepared, at Your expense, by a licensed Veterinarian approved by the insurer; and
  - c) as soon as reasonably practicable provide the insurer, a copy of the Post-Mortem examination and Your signed proof of loss.
2. In the case of Theft of a Horse, you must:
  - a) as soon as reasonably practicable notify Coverforce and Coverforce will liaise with the Insurer;
  - b) as soon as reasonably practicable notify the local police.
3. In the event of loss of the Use of a Horse
  - a) As soon as reasonably practicable in the event of any condition that has the potential to become a loss of use claim notify Coverforce and Coverforce will liaise with the Insurer;

- b) As soon as reasonably practicable provide the Insurer, a copy of any Veterinary reports and recommended treatments.
- c) We retain the right to appoint a Veterinary on Our behalf to examine and treat the Horse and if required by Us, allow removal of the Horse for treatment, if We deem necessary.

## **The amount You pay towards a Claim**

An excess is an amount that You are required to pay in the event of a claim. The amount of excess depends on the assessment of risk.

All applicable excesses and their amounts will be shown in Your Schedule.

## **How a claim payment is calculated**

We will pay a sum not exceeding the Market Value of Your Horse, or equipment shown in the Policy at the time of loss or the Sum Insured shown in the Schedule, whichever is the lower, in relation to Public Liability We will pay any amount which You are legally liable to pay a third party in respect to Property Damage or Bodily Injury subject to the limit shown on Your Schedule.

## **Taxation information**

This insurance Policy is subject to GST.

The premium charged for this Policy may attract an amount on account of GST. You must inform Us of the extent to which You are entitled to an Input Tax Credit for the premium each time that a claim is made under this Policy. No payment will be made to You for any GST liability that You may acquire on the settlement of a claim if You have not informed Us of Your entitlement or correct entitlement to an Input Tax Credit. Despite the other provisions of this Policy, the Insurer's liability will be calculated taking into account:

1. any Input Tax Credit to which the Insured is entitled for any Acquisition relevant to a claim, or to which the Insured would have been entitled were the Insured to have made a relevant Acquisition; and
2. the GST exclusive amount of any Supply made by Your Business which is relevant to Your claim.

If the Sum(s) Insured or Limit of Liability is not sufficient to cover Your loss, We will only pay GST (less any relevant Input Tax Credit) that relates to Our proportion of Your loss. We will pay that GST amount in addition to the Sum(s) Insured or Limit of Liability.

'GST', 'Input Tax Credit', 'Acquisition' and 'Supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## **Cooling off**

You have the right to cancel and return the insurance contract by notifying Us in writing, by email or by telephone within 14 days of the date it was issued to You (the "cooling off period") unless You make a claim under the contract within the cooling off period. If You cancel it in this time, We will return to You any Premium You have paid Us. For further details on how to cancel during the cooling off period or of how to cancel at other times, please see General Conditions of the Policy Document.

## **Code of Practice**

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry. Details of the Code of Practice can be accessed at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).



# Policy Document

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## About the Insurer

Coverforce is NOT the Insurer to this contract and is not liable for any loss or claim.

This Policy is underwritten by certain underwriters at Lloyd's in respect of Syndicate 2003.

Coverforce is authorised to issue insurance on behalf of Lloyd's syndicate 2003 which Coverforce has a binder agreement with.

## Important Notes

### Applicable to all sections of the Policy

Where You have not complied with the terms of these conditions, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with these conditions.

1. When cover commences Your Horse must be in sound health and free from any Illness, Injury or physical disability, unless otherwise added by Endorsement.
2. You must see to it that the Horse receives proper care according to its age, sex, breed and Use.
3. You must exercise reasonable care to ensure that the Horse receives feed and water that do not exceed permissible levels of any contaminant or poison and to promptly remove any feed or water that is suspected of being contaminated or poisoned. You must remove toxic grazed plants from the area where the Horse is being held.
4. In the event of any signs of Illness, lameness, Injury, Accident or physical disability whatsoever of or to the Horse, You shall, at Your own expense, engage a Veterinarian and, if required by Us, allow removal of the Horse for treatment. You must as soon as reasonably practicable, seek the advice of Your Veterinary Surgeon, and notify Coverforce by telephone or email. We may also instruct a Veterinary Surgeon on Our behalf if deemed necessary You must then follow the recommendations made by the attending Veterinary Surgeon or of any second opinion as to treatment, rest and rehabilitation. You must also forward a report by the attending Veterinary Surgeon on the condition of the Horse to Us as soon as reasonably practicable.
5. If it is suspected that death or Humane Destruction of the Horse was caused by contaminated feed or water, You must collect and preserve samples of the suspected feed and water, including all ingredients if feed is mixed on site for Our examination; and at Your expense, have a Veterinary Surgeon, collecting suspected feed, water and ingredient samples, fecal samples from dead or injured Horse, digestive system contents from the dead Horse, and any necessary tissue samples from dead Horse to analyse and identify the toxic substances.
6. If You have selected to insure Your saddles, bridles, harness and other items of riding tack specified in the Schedule, loss by theft will only be covered if they are kept overnight in a private house or in a locked building.
7. Your Horse must not be used for any purpose other than that included under the Use of Horse as shown in the Schedule without Our prior written consent, which will not be unreasonably denied, withheld or delayed.
8. Unless otherwise added by Endorsement, the Horse must not be removed from the Commonwealth of Australia or New Zealand including any journeys between these areas or the Geographical Limits specified in the Schedule.

9. If the Policy is issued on an annual basis Our liability will be extended to cover death which occurs within thirty (30) days after the Policy terminates and as a result of a covered Accident or Illness that occurred during the term of the Policy providing You report the occurrence to Us before the Policy expired.
10. Insurance will cease on a Horse in which You have, temporarily or permanently, given up all or part of Your ownership rights by sale, lease or any other reason.
11. The proceeds or any other interest in the Policy may not be assigned to any other party.
12. No agent can change the Policy or alter its terms. Its terms may not be changed or waived unless We issue an Endorsement.
13. Should any Horse die, You must arrange for a Veterinary Surgeon to certify the cause of death by Post-Mortem examination unless otherwise agreed upon by both parties.
14. In case of death of a Horse, You must:
  - a) notify Coverforce by telephone, or by email as soon as reasonably practicable, and Coverforce will liaise with Us;
  - b) have a Post-Mortem examination completed and an autopsy report prepared, at Your expense, by a licensed Veterinarian approved by Us; and
  - c) as soon as reasonably practicable provide the insurer, with a copy of the Post-Mortem examination and Your signed proof of loss.
15. It is Your duty to dispose of the remains of the Horse at Your expense and with Our approval.
16. If We consent to the sale or salvage of a Horse, Our liability will be reduced by any amount that You receive.
17. In case of theft of a Horse, You must:
  - a) as soon as reasonably practicable notify Coverforce and Coverforce will liaise with Us;
  - b) as soon as reasonably practicable notify the local police.
18. In case of any investigation, You must co-operate by:
  - a) providing Us with relevant records or documents We might reasonably need
  - b) if it is within Your power, have any persons with knowledge of the death or theft provide a statutory declaration.
19. If We pay a claim under the Policy, You agree to:
  - a) assign Us Your rights and remedies against any other party;
  - b) execute all documents required to effect such assignment of Your rights; and
  - c) give Us the right to conduct legal proceedings in Your name at Our expense.



# Section 1 - Mortality

## **Cover Provided**

We will pay You the Market Value up to the sum insured specified in the Schedule in the event of the death or Humane Destruction of any insured Horse, resulting from an Injury, Illness or Accident sustained or contracted and notified during the Period of Insurance and occurring within Geographical Limits shown in the Schedule; provided death or Humane Destruction occurs during the same Period of Insurance or within thirty (30) days of the expiry date.

Following a valid claim under this section We will reimburse You up to \$200 for the Post-Mortem examination and report incurred by You. You must pay for the Post-Mortem in the first instance.

This cover includes whilst Your Horse is being transported within Australia and while temporarily in New Zealand, including any journeys between these areas

## **Settlement Of Claims**

We will pay a sum not exceeding the Market Value of Your Horse shown in the Policy at the time of loss or the sum insured shown in the Schedule whichever is the lower.

Where payment is to be made in settlement of a claim and any other party (ies) has / have an interest in Your Horse then payment may be made to such party (ies) to the extent of that interest whose discharge in respect to such payment will be full and final to Us in respect of that interest.

## **Exclusions**

This section does not insure:

1. destruction without Our consent or the opinion of a qualified Veterinary Surgeon that Humane Destruction is required as soon as reasonably practicable;
2. destruction under the order of any government, local authority or any other body having jurisdiction;
3. any surgical operation, unless carried out by a qualified Veterinary Surgeon as soon as practically possible in an attempt to save the life of an Insured Horse, or unless previously agreed by Us;
4. the use of any Horse for any purpose other than the Use specified in the Schedule or in Endorsements to the Schedule;
5. the administration of drugs or Medication unless required because of Accident or Illness and administered by, or at the direction of a qualified Veterinary Surgeon;
6. intentional or willful Injury by You, Your family or employees;
7. unfitness or incapacity to fulfil the functions or duties for which the Horse is kept;
8. wilful neglect or unskilled treatment.

## **Conditions**

If You or any Insured person has not complied with any term of the conditions below, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with this condition.

At the start of the Period of Insurance:

1. You must have confirmed that the Horse is in sound health and free from any Illness, lameness, injury, disability or physical abnormality whatsoever; or
2. You must have told Us about any Illness, lameness, injury, disability or physical abnormality whatsoever affecting the Horse and any such disclosure will be reviewed by Us before cover is confirmed in writing.

You must also comply with either (1.) or (2.) above before any changes are made to this insurance, for example:

- any increase in sum insured on the Horse; and/or
- any Horse added to this insurance; and/or
- any other extension of or addition to this insurance.

If You submit a Veterinary Certificate or a Declaration of Health You must also comply with 1) and 2) above by telling us about the health of the Horse. However, if We accept a Veterinary Certificate or a Declaration of Health then the burden is on Us to prove that the Horse was not in sound health and free from any Illness, lameness, injury or physical disability whatsoever at the start of the Period of Insurance for the Horse.

It is a condition of this Policy that, at the commencement of this Policy (or Endorsement), and during, this Policy, the You are the sole or part owner of the Horse, or there is a Lease agreement in place that confirms that You are responsible for the Horse's stable, grazing, health and general care. This Policy shall cease to cover the Horse immediately when the Insured sells the Horse or parts with any interest/Lease in the Horse, whether temporarily or permanently.

If, during the Period of Insurance, You elect to have the Horse castrated or spayed, the Insured shall notify Us prior to the Horse being operated upon for castration or spaying. We may on receipt of this notification cancel this Policy.

If at any time during the Period of Insurance the Horse is:

1. entered but not sold in a public or private auction and the Sum Insured for the Horse exceeds the highest amount bid in such auction for Your financial interest in the Horse, then the sum insured shown in the Schedule shall automatically be reduced upon the conclusion of the auction to the highest amount bid for Your financial interest in the Horse; or
2. entered in a public or private auction and the terms of the contract of sale are not satisfied and/or the sale is not completed, then the Sum Insured shown in the Schedule shall be amended to not exceed the Fair Market Value at the time of the auction, taking into account any defects (physical or otherwise) in the Horse that prevented completion of the sale.

If the Sum Insured shown in the Schedule is reduced for one of the above reasons, You may be entitled to a return of some of Your premium. If so, We will calculate the new daily cost of providing the reduced amount of cover you require for the remainder of the Period of Insurance and We will refund any savings to You.

It is a condition of this Policy that You shall inform Us in writing as soon as reasonably practicable and before any Horse is to be taken outside the Geographical Limits stated in the Schedule or added by Endorsement.

It is a condition of this Policy that:

In the event of any Accident, Illness, lameness, Injury or physical disability whatsoever of or to a Horse, you must as soon as reasonably practicable at Your own expense employ a Veterinary Surgeon and, if required by Us, allow removal of the Horse for treatment. You must also as soon as reasonably practicable notify Coverforce and Coverforce will liaise with Us. We may instruct a Veterinary Surgeon on Our behalf if deemed necessary.

We have the right to have a Post-Mortem carried out by Our Veterinarian at Our own expense.

After receiving permission from Us, You shall arrange for the removal and disposal of the remains of the Horse at Your own expense. We are entitled to receive any money recoverable by You in excess of the removal and disposal costs if the remains are sold.

It is a condition of this Policy that You shall submit a completed claim form, Post-Mortem, Veterinary reports and any other requested documentation within sixty (60) days after the death, or Humane Destruction of the Horse.

It is a condition of this Policy that You shall at all times cooperate with Us and Our representatives in the adjustment and investigation of any claim or potential claim by:

1. providing Us and Our representatives with access to any person(s), information, records and documents We may reasonably require; and
2. You, your family, representatives, agents, employees, bailees or other persons having care, custody or control of the Horse submitting to examinations under oath, if required by Us.

If at the time of death or Humane Destruction of the Horse You have any other insurance in force in respect of the Horse, which such other insurance is declared to Us and specified in the Schedule, subject to the provisions of the Insurance Contracts Act 1984, We reserve the right to seek contribution from such other insurer(s), arising from the death or Humane Destruction of the Horse.

We may take any action We consider necessary to enforce Your rights or Our rights under this Policy. If We make any payment under this Policy We will be entitled to all Your rights and remedies against any party and will be allowed to sue in Your name at Our own expense.

You must provide all information and documents and give to Us all such assistance as We may reasonably require to secure such rights and remedies.

You must do nothing either before or after a loss that limits, restricts or waives Our legal rights unless You have Our prior written permission. For example, You must not enter into any contract that limits, restricts, waives or otherwise impairs Your right to recover from anyone who may be liable to You for a loss that is otherwise covered by this insurance, where We will give consideration to Your interests.

We will be entitled to all recoveries from third parties until the amount of Our payment under this Policy has been satisfied in full plus any entitlement to any earned interest from the date of payment of a claim before any monies are paid to You for any uninsured loss, where We will give consideration to Your interests.

Any sums or property received by You that are due to Us must be held on trust for Us and must as soon as reasonably practicable be paid and/or delivered to Us following receipt.

## Section 2 – Theft or Straying

### **Cover Provided**

We will pay up to the Sum Insured specified in the Schedule following the loss of any Horse by theft or straying during the Period of Insurance and occurring within Geographical Limits shown in the Schedule, where the Horse is not recovered within ninety (90) days.

During the Period of Insurance, after prior written agreement, We will also pay an amount up to \$300 for each Horse, to cover the cost of advertising for lost or strayed Horses and the payment of a reward which leads to recovery.

In the event of theft or attempted theft of any Horse You must notify the local police station as soon as reasonably practicable and comply with their instructions.

### **Settlement of Claims**

We will pay a sum not exceeding the Market Value of Your Horse shown in the Schedule at the time of loss or the sum insured shown in the Schedule whichever is the lower.

Where payment is to be made in settlement of a claim and any other party (ies) has / have an interest in Your Horse then payment may be made to such party (ies) to the extent of that interest whose discharge in respect to such payment will be full and final to us in respect of that interest.

In the event of any payment under this Policy, We reserve the right to take title and possession of the Horse if the Horse subsequently is recovered.

### **Additional Exclusions**

This Policy does not cover any loss directly or indirectly arising from mysterious disappearance, escape or voluntary parting of possession of or title to the Horse as a result of the Insured, or other persons who have care, custody or control of the Horse, being induced by fraud, trickery or similar false pretences.

### **Additional Conditions**

Where You have not complied with any term of the conditions below, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with these conditions.

1. It is a condition of this Policy that prior to the commencement date of this Policy there has been no theft or attempted theft of the Insured's equine property, or threat against the Insured or the Insured's equine property whether insured under this Policy, insured elsewhere or uninsured.
2. No liability arises under this Policy for loss of the Horse by theft until ninety (90) days after the incident is reported to Us and then only in the event that the Horse has not been recovered during that period.
3. It is a condition of this Policy that the Insured will report the theft of the Horse to Us and to the local Police as soon as reasonably practicable and follow strictly their recommendations.
4. It is a condition of this Policy that the Insured will not pay or promise to pay a ransom or give similar assurances of any such nature to any third party. We shall be released from all liability under this Policy.

In the event of a loss under this Policy, We will pay a sum not exceeding the Market Value of Your Horse shown in the Schedule at the time of loss or the Sum Insured shown in the Schedule whichever is the lower.

In the case of a mare, no coverage is afforded for any embryo within the mare or for any of her foals, unless such embryo or foal is separately insured under this Policy.

## Section 3 - Loss of Irrevocable Entry Fees

### **Cover Provided**

We will pay up to \$300 for loss of irrevocable pre-paid competition or event entry fees following an accepted claim under Section 1 of the Policy the Horse can no longer participate.

## Section 4 - Public Liability

**Only applicable if shown on the Schedule.**

### **Cover Provided**

We will cover You against legal liability for damages and claimant's costs and expenses in respect of accidental:

1. death, bodily Injury, Illness of any person;
2. physical loss of, or damage to, tangible property

which occurs anywhere in the Commonwealth of Australia or while temporarily in New Zealand during the Period of Insurance caused by, or arising in connection with, any Horse described in the Policy.

Our liability for damages under this section shall not exceed the limit of liability on the Schedule in respect of any one occurrence and in the aggregate for all occurrences during the Period of Insurance.

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

### **Costs**

We will also pay all costs and expenses incurred with our written consent, which will not be unreasonably denied, withheld or delayed, and relating to any claim that may be the subject of reimbursement under this section. If a payment in excess of the Sum Insured available under this section is made to dispose of a claim, then our liability for costs and expenses will be limited to the proportion that the reimbursement bears to the claim payment.

### **Exclusions**

This section does not insure:

1. compensation for any rider of the Horse;
2. compensation for You or any member of Your family ordinarily residing with You or with whom You ordinarily reside;

3. death, bodily Injury, Illness sustained by any person under a contract of service or apprenticeship with You, when such Injury or Illness arises out of and in the course of their employment by You;
4. loss of or damage to property belonging to or in the care, custody, or control of You or Your employees; or any member of Your family ordinarily residing with You or with whom You ordinarily reside;
5. liability arising directly or indirectly by, through, or in connection with, the ownership, possession or Use by You or on Your behalf, of any mechanically propelled vehicle, aircraft or watercraft;
6. loss or damage to fences or growing crops caused by a Horse whilst being ridden, driven or led;
7. liability arising directly or indirectly by the hiring out of any horse by You or its Use by any riding establishment;
8. liability attaching to You solely by reason of an express term of any contract unless the liability would have attached to You even in the absence of such an agreement;
9. liability arising directly or indirectly from Your trade, business, or profession;
10. the serving or attempting to serve a mare by a stallion;
11. the first \$250 of each property damage claim.

## **Special Conditions**

1. Every letter, claim, writ, summons, legal process or other document received by You shall be forwarded to Us by You unanswered as soon as reasonably practicable.
2. No admission, offer, promise, payment or reimbursement shall be made or given without Our written consent, which will not be unreasonably denied, withheld or delayed.
3. We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, or to prosecute in Your name for our own benefit any claim, for reimbursement or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim where We will give fair and reasonable consideration to Your interests.
4. In connection with any claim, or series of claims, We may at any time pay You the amount of the Sum Insured (after deduction of any sum(s) already paid as compensation), or any lesser amount for which such claim(s) can be settled; and upon such payment being made We shall relinquish the conduct and control of, and be under no further liability in connection with, such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Where You have not complied with the terms of these conditions, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with these conditions.

## Section 5 - Loss of Use - Permanent Incapacity- Restricted (Excluding Breeding)

**Only applicable if shown on the Certificate.**

### **Cover Provided**

At the beginning of Your Policy, You declared a Use for Your Horse. If, during the Period of Insurance, Your Horse suffers an Injury as a result of an Accident or first shows symptoms of an Illness which results in them being permanently and physically incapable of performing the Use (except for breeding), We will pay:

- 60% of the Sum Insured (or the Horse's Market Value at the time of the Injury or first symptoms of Illness, whichever is the lesser) if You decide to keep the Horse in retirement.
- 100% of the Sum Insured (or the Horse's Market Value at the time of the Injury or first symptoms of Illness, whichever is the lesser) if You decide to euthanise the Horse.

We will pay the above provided that the Injury as a result of an Accident or Illness is notified during the Period of Insurance and, in the opinion of both Your Veterinary Surgeon and Our Veterinary Surgeon, results in Permanent Incapacity during the Period of Insurance or within twelve (12) months from the date of the Accident or first symptoms of Illness.

### **Additional definitions applicable to this extension only**

**Illness** – for the purpose of this extension only, illness means disease or illness with abrupt onset for example an infection or trauma or colic which is rapidly progressive. It specifically excludes any degenerative diseases.

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

**Injury** means sudden physical injury caused immediately by an Accident, not any physical injury that happens over a period of time.

**Open Wound** means wounds or abrasions where the skin is broken.

**Degenerative Conditions** means a disease characterised by the worsening condition due to the deterioration of the structure and function of the affected body part this would include but not limited to:

- Osteoarthritis
- Navicular syndrome
- Degenerative joint disease
- Tendonitis/tendinopathy
- Mylopathy



## Exclusions

This section shall not cover the Insured for any loss:

1. Permanent Incapacity caused by an Injury or Illness which occurred or first showed symptoms before the start of the policy period as noted in the Policy Schedule (pre-existing condition).
2. Any loss involving or arising from any Injury to the tendons, ligaments or muscles unless specifically associated with an Injury that has resulted in an Open Wound to the affected tendons, ligaments or muscles
3. Permanent Incapacity caused by an Illness which shows first symptoms within 45 days of inception of an original Policy. This exclusion does not apply to subsequent renewals of the Policy
4. Permanent Incapacity as a result of any Degenerative Conditions
5. Disfigurement following an Injury or Illness which renders an insured Horse unsuitable for showing because of its appearance.
6. Any costs for the lack or loss of breeding suitability or for the unsuitability for use on breeding hygiene grounds.
7. Permanent Incapacity caused by or related to vicious tendencies, vices or behavioural problems
8. Any amount if your Horse has never engaged in, or been trained to do, the activity it now cannot participate in.
9. Any amount if the loss of use is caused by an Illness or Injury that:
  - a) happened while engaged in, or
  - b) is related in any way to engaging in,  
an activity which is not included in the activity group shown on your Schedule.
10. Any costs of Your Horse to sleep (euthanasia).
11. Permanent Incapacity as a result of a Horse being barred from participating in shows by virtue of competition regulations.
12. Permanent Incapacity as a result of lack of ability or suitability
13. Any amount if Your Horse has never engaged in, or been trained in, the activity it now cannot participate in.
14. Any amount for diagnosis of or treatment for the cause of the potential Permanent Incapacity unless already covered under another section in this Policy which is listed as included on Your Policy Document.
15. Permanent Incapacity caused by not undertaking all diagnostic and treatment options to address the Injury or Illness, whether recommended by Our Veterinarian or Yours.
16. Any amount for any horse under the age of four (4) or over the age of twelve (12).

## Special Conditions

1. In the event of any signs of Illness, lameness, Injury, Accident or physical disability whatsoever of or to the Horse, You shall, as soon as reasonably practicable and at YOUR own expense, engage a Veterinarian to assess and, if necessary, treat Your Horse and, if required by Us, allow removal of the Horse for treatment. As soon as reasonably practicable, You must notify Us by telephone or email. You must follow the recommendations made any Veterinarian appointed either by You or Us as to treatment, rest and rehabilitation.
2. You must forward a report by the attending Veterinary Surgeon on the condition of the Horse to Us as soon as reasonably practicable and, in any event, within 12 months of the date of Injury or first symptoms of Illness.
3. In the event of a claim under this section, You must provide:
  - a) A fully completed claim form
  - b) Your Horse's full veterinary history from the date You first owned it
  - c) a report from Your Veterinarian that provides details of Your Horse's condition and the reasons for their opinion as soon as reasonably practicable and in any event, within 12 months of the date of injury or first symptoms of illness.
4. Both Your Veterinarian and Our Veterinarian must agree that the Injury sustained or the Illness contracted or which first showed symptoms in Your Horse is the sole cause of the Permanent Incapacity. In the event of any uncertainty or dispute between Your and Our Veterinarians as to whether the Accident sustained or Illness contracted by the Horse has caused total and Permanent Incapacity, the decision may be referred to a third Veterinarian (to be mutually agreed by You and Us) for an independent opinion, and the parties may agree to be bound by the expert's decision. The fees of the appointed Veterinary Surgeon shall be paid by the party making the appointment and the fee of the mutually agreed Veterinary Surgeon shall be apportioned equally between You and Us.

Where You have not complied with the above terms of these conditions, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with these conditions.

5. In the event that a claim is settled under this section of the Policy and You decide to keep the Horse in retirement, the limit of Our liability under this Policy against any mortality risks covering the Horse in respect of which the payment has been made shall forthwith be reduced by the amount of any such settlement.

## Section 6 - Loss of Use - Breeding

**Only applicable if shown on the Schedule.**

### **Cover Provided**

We will pay You in the event of any Horse sustaining an accidental Injury or contracting an Illness which results in the Horse becoming totally and permanently Impotent, Infertile or incapable of Serving Mares as a result of an Accident, Illness sustained or contracted during the Period of Insurance and within Geographical Limits provided that:

1. in the event You elect to keep the Horse for personal pleasure purposes only, then in place of the amount otherwise payable hereunder, We will pay up to 60% of whichever is the lower of

the Market Value and the Sum Insured specified in the Schedule in respect of such Horse, Our liability will cease in respect of such Horse immediately when such payment is made; or

2. up to 100% of the Sum Insured specified in the Schedule should the Horse be euthanised for economic reasons provided that the Injury or Illness occurs and is notified during the Period of Insurance and in the opinion of both Your Veterinary Surgeon and Our Veterinary Surgeon, results in total and Permanent Incapacity to breed during the same Period of Insurance or within twelve (12) calendar months of the date of expiry.

The total amount payable will be the Market Value of Your Horse(s) or the Sum Insured whichever is the lower from which will be deducted the sum realised any guarantee of fertility furnished by a vendor at the time of Your purchase of the Horse(s).

## Conditions

In the event of a claim, You must produce qualified veterinary evidence to Us of the condition of Your Horse(s).

In the event of any uncertainty or dispute as to whether an Accident sustained or Illness contracted by the Horse has caused total and Permanent Incapacity as provided for, it is agreed that the question shall be referred to two Veterinary Surgeons, one to be appointed by Us and one by You.

In the event of any uncertainty or dispute between Your and Our Veterinary Surgeons as to whether the Accident sustained or Illness contracted by the Horse has caused total and Permanent Incapacity as provided for can be mutually agreed upon, the decision shall be referred to a third Veterinary Surgeon (to be mutually agreed by You and Us) for an independent opinion, which will be final and binding upon both You and Us.

The fees of the appointed Veterinary Surgeon shall be paid by the party making the appointment and the fee of the mutually agreed Veterinary Surgeon shall be apportioned equally between You and Us.

In the event of the payment by Us of a claim under this section, the limit of the Our liability under this Policy against any mortality risks covering the interest in the Horse in respect of which the payment has been made shall forthwith be reduced by the amount of such payment.

## Section 7 - Life Saving Surgery and Snake Bite Veterinary Fees

**Only applicable if shown on the Schedule.**

### Cover Provided

We agree to cover reasonable veterinary fees for Life-saving surgery by a Veterinarian to save the life of a Horse subject to a maximum of \$5,000 during the Period of Insurance (or as specified in the Schedule). A \$2,000 sub limit applies for veterinary treatment to save the Horse's life as a result of a snake bite as diagnosed by a Veterinarian.

We agree to cover reasonable and customary After-Care while the Horse is kept on the premises where the surgery is performed, After-Care is limited to:

1. 50% of the cost of surgery and
2. no more than fifteen days from the time of surgery.

## Additional Conditions

Where You have not complied with any term of these conditions below, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with these conditions

It is a condition of Our liability that the reasonable veterinary fees for emergency general anaesthetic surgical procedures performed to save the life of a Horse referred to above are the direct result of an Accident, or an Illness first occurring and first manifesting itself during the Period of Insurance and advised to Us as soon as reasonably practicable and in any event before the expiration of this Policy.

The Insured must provide Us with:

1. a completed claim form and a report signed by the treating Veterinarian Surgeon, describing the surgery performed and the Horse's condition.
2. copies of all veterinary invoices for which the claim is made.

A \$500 Excess shall be applied to each separate claim during the Period of Insurance set forth in the Schedule.

For the purpose of this Extension only, You must, as soon as reasonably practicable after the completion of the veterinary treatment, provide Us with:

1. a completed claim(s) form;
2. a report, signed by the Veterinary Surgeon, describing the nature of the Horse's Accident, Illness or disease and the procedures performed (showing consultation, drugs, mileage and the like);
3. copies of all invoices in respect of which the claim is made.

## Exclusions

No coverage is afforded for:

1. any surgery not performed by a licensed Veterinarian in a school of veterinary medicine or surgical clinic.
2. Conditions existing, diagnosed or treated prior to the commencement of coverage under this Policy.
3. Any examination, medical treatment or Medication unless it is given in conjunction with the insured surgical procedure being claimed by a Veterinary Surgeon.
4. Operations not performed under general anaesthesia. or general standing sedation where appropriate
5. Any elective or voluntary surgical procedure.
6. Euthanasia of the Horse.
7. Post-mortem surgical operations.
8. Transport of the Horse.
9. Any costs associated for hospitalisation following surgery which relates to livery/boarding.

## Section 8 - Saddlery and Tack

Only applicable if shown on the Schedule

### **Cover Provided**

We will pay an amount not exceeding the amount specified in the Schedule for each Horse, for loss or damage, during the Period of Insurance and occurring within Geographical Limits to Saddlery and Tack belonging to You and other members of Your family permanently residing with You provided that:

1. Our liability will not exceed the Market Value or the Sum Insured specified in the Schedule whichever is the lesser amount;
2. no article will be of greater value than \$500 unless specified on the Schedule;
3. any claim is supported by proof of purchase and/or a valuation, if requested;
4. all items are kept overnight in a locked private house or in a locked building;
5. in the event of theft, or attempted theft of any item, the local police station must be notified as soon as reasonably practicable;

We will decide the basis of settlement under this section, We can choose to offer payment, reinstatement, repair or replacement. Our choice will have regard to the circumstances of Your claim and consider any preference YOU may have.

If an insured item is a set or pair, We will not pay more than the value of any part that may be lost or damaged, nor more than a proportionate part of the insured value of the pair or set. No account will be taken of any special value which the part lost or damaged has as a pair or set.

### **Exclusions**

This section does not insure:

1. clothing, personal effects and clippers;
2. harnesses used with any horse-drawn vehicle that is insured under any other insurance issued by another insurer;
3. loss or damage arising from moth, mildew, wear and tear (a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time), depreciation, inherent defect or actual process of cleaning, dyeing, repairing, restoring or altering of any article;
4. loss or damage by theft unless force and violence is used to gain entry or exit from a building;
5. any Consequential Loss, and any additional claim, physical loss, physical damage, cost, expense or other financial liability occurring as a result of but after any insured event;
6. unexplained disappearance;
7. the first \$50 of each claim;
8. malicious damage caused by You, Your family or employees.

## Section 9 - Personal Accident and Dental Cover

**Only applicable if shown on the Schedule.**

### Cover Provided

We will pay the benefits below if at any time during the Period of Insurance and within Geographical Limits You or any person using the Horse with Your permission (whilst riding, driving or in control of any Horse described in the Schedule) shall sustain an Injury as a result on an Accident which solely and independently of any other cause results in death or disablement as stated in the Table of Cover within twelve (12) calendar months from the date of the Accident.

### Table of Cover

1. Accidental Death (if under eighteen (18) years of age the benefit is restricted to \$2,500)	\$5,000
2. Total and irrecoverable Loss of Sight in one or both eyes and/Loss of Limb (one or more limbs)	\$5,000
3. Permanent Total Disablement	\$5,000
4. Dental Treatment	Up to \$750

### Conditions

No claim will be payable under more than one item in the Table of Cover, items 1-3), in respect of the consequence of one Accident. Benefit 4) will be payable in addition to and irrespective of any amount claimed under items 1-3. In the event that an Accident covered hereunder should result in the death of the Insured person within the twelve (12) calendar months of the date of the Accident and prior to the definite settlement of the compensation for the disablement, they will be paid instead of the latter the compensation payable in the case of death.

Where You or insured person have not complied with the above terms of these conditions, We may refuse or reduce the claim to the extent of any prejudice suffered by Us arising from any failure by You to comply with below conditions:

1. Written notice must be given to Us of any Accident which causes or may cause a claim to be made under this section. If disablement results or may result the insured person must place themselves as early as possible under the care of a Qualified Medical Practitioner.
2. In the event of a claim under the Policy the insured person will permit Our own appointed medical advisers to examine them as often as may be reasonable and necessary.

### Exclusions

We will not be liable for death or disablement:

1. if the injured person has reached his/her seventieth (70th) birthday at the commencement of the Period of Insurance;
2. directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily Injury covered hereunder);
3. suicide or intentional self-injury;
4. deliberate exposure to exceptional danger (except in an attempt to save human life);

5. arising out of or relating to a criminal act;
6. sustained whilst the insured person is engaged in racing of any kind;
7. if the consequence of an Accident is aggravated by any pre-existing physical disability or condition the insured person had before the Accident occurred. The amount of any compensation payable under this insurance in respect of the consequences of the Accident shall be the amount reasonably considered would have been payable if such consequences had not been so aggravated.

We will not be liable for expenses incurred in respect of any Dental Treatment that is being followed prior to the time of the Accident, and any expenses for corrective Dental Treatment that would, but for the existence of this insurance, be treated in the normal course of events.

## General Exclusions

**The following exclusions apply to the Policy as a whole unless stated otherwise.**

The Policy does not insure:

1. loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any Consequential Loss; for example: any increased business expense or loss of profit or earnings resulting from Accident, Injury, Illness or death or Humane Destruction.
2. any legal liability directly or indirectly caused by or contributed to, by, or arising from;
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
  - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - e) any chemical, biological, bio-chemical or electromagnetic weapon.
3. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
4. death or Humane Destruction directly or indirectly caused by, happening through, in consequence of or contributed to by or arising from the Use or operation, as a means of inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.
5. any loss, damage, liability, claim, cost, fee or expense caused by:
  - a) the use of, or inability to use;
  - b) any error or omission relating to the use of; or
  - c) any hoax or threat relating to the use of;any application, process or software.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.



6. Avian Influenza Exclusion

death or Humane Destruction directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.

7. War and Civil War Exclusion

loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

loss or damage directly or indirectly occasioned by, happening through or in consequence of actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

8. Terrorism

loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including, for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Hendra Virus

any loss directly or indirectly caused by, happening through, in consequence of or contributed to by:

- a) Hendra Virus unless You provide to Us verification from a Veterinarian that the vaccination status of the Horse is current and up to date against such virus in accordance with the vaccine manufacturers' recommendations;
- or
- b) any cause, where an attending Veterinarian declined to treat the Horse because of the failure of You to provide to the Veterinarian verification that the vaccination status of the Horse is current and up to date against such virus in accordance with the recommendations of the vaccine manufacturer.

10. Coronavirus Absolute Exclusion

Notwithstanding any other provision, no cover is provided under this policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- a) any fear or threat (whether actual or perceived) of; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

11. Fines and penalties

fines or penalties, or punitive, exemplary, liquidated or aggravated damages.

12. Pollution

Seepage and/or pollution and/or contamination - any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from an event insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Exclusion includes for example the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of Horse, persons or the environment.

This Exclusion applies to any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation).

Despite this Exclusion, We will not exclude losses as insured under this Policy if caused by contaminated feed or water, meaning the consumption of a toxic substance by the Horse, if the consumed toxic substance was present in and consumed with the feed or water provided to the Horse in the normal containers or devices where feed or water is deposited for consumption. However, We will not pay for loss to the Horse resulting from the following:

- a) consumption of effluent, flush water, lagoon water from the area where the Horse is being held.
- b) actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

# Policy Provisions

**The following provisions apply to the Policy as a whole unless stated otherwise.**

## **1. Change in Circumstances**

You must tell Us through Coverforce as soon as reasonably practicable if You become aware of any changes in the information You have provided to Us which happen before or during any Period of Insurance. If You become aware that the information You have given Us is inaccurate, You should inform Coverforce as soon as reasonably practicable.

When We are notified of a change We will tell You if this affects this Policy. For example, We may cancel this Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of this Policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

## **2. Cancellation and Cooling-Off Period**

### **a) Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this Policy and any Endorsement(s) by notifying Us in writing, by email or by telephone within fourteen (14) days of either:

- i) the date You receive this Policy; or
- ii) the start of the Period of Insurance;

whichever is the later.

We will provide a full refund of any Premium paid unless You have made a claim in which case the full annual Premium is due.

### **b) Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this Policy after the cooling-off period by notifying Us in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. We will refund the Premium for the unexpired Period of Insurance. If more than one person, company or firm is named on the policy as an Insured Person(s), We will only cancel the Policy if a written agreement to cancel the Policy is received by Us from all parties named as an Insured Person(s). Any return of Premium due to You will be calculated at a proportional daily rate depending on how long this Policy and any Endorsement(s) has been in force unless You have made a claim in which case the full annual Premium is due.

Coverforce will charge an administration fee (equal to any commission rebated) if You cancel this contract of insurance.

### **c) Our Right to Cancel**

We are entitled to cancel this Policy, if there is a valid reason to do so, in accordance with the Insurance Contracts Act 1984 (Cth), including for example:

- i) You breach Your duty of utmost good faith.
- ii) You breach Your disclosure obligations, You misrepresent the facts to Us or You fail to take reasonable care in disclosing information to Us in the case of consumer contracts.
- iii) You do not do what the Policy requires You to do.
- iv) You make a fraudulent claim.

A Policy can also be cancelled if an act or omission occurs after the Policy has been issued in the following circumstances:

- a) The Policy includes a provision that requires You to notify Us of a specified act or omission by You;
- b) The effect of the Policy is to authorise Us to refuse to pay a claim, either in whole or in part, by reason of an act or omission of You or of some other person.

by giving You (30) thirty days' notice. We will advise You in writing if the policy is cancelled by Us. If We cancel the policy, We will refund the premium for the unexpired Period of Insurance. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a claim in which case the full annual premium is due.

### 3. **Disputed Fair Market Value**

Where We have accepted in writing the validity of a claim but there remains a dispute between you and us as to the Market Value of the Horse payable by Us, then, You will have the option to follow the dispute resolution procedure below.

- a) We will provide You with a list of a minimum of four (4) and a maximum of six (6) individuals with relevant equine expertise, current at the time of selection, from which You are to appoint one person.
- b) Within twenty-eight (28) days of notification by You to Us of the appointment of the selected person, You and We will each submit to that person and to each other evidence and submissions on value. We and You will each then have a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the Fair Market Value of the Horse.
- c) We agree unconditionally to accept the determination of the appointed person. However, You are under no obligation to accept the determination.
- d) Should You accept the determination of the appointed person, We will pay You within twenty-one (21) days of the determination the amount decided by the appointed person. However, the amount We will pay will not exceed the sum insured stated in the Schedule.
- e) Should You not accept the determination of the appointed person, or should You decide not to exercise the option to follow the above resolution procedure, You still have the right to follow the complaints process below.
- f) The cost of the determination of the appointed person will be shared equally between You and Us.
- g) Should You accept the determination of the appointed person, We will deduct Your share of the appointed person's fee from Your claim payment.

### 4. **Complaints Procedure**

#### General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

#### Complaints and Disputes

If You have any concerns or wish to make a complaint in relation to this policy, our services or Your insurance claim, please let us know and We will attempt to resolve Your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Coverforce Pty Limited in the first instance:

#### **The Complaints Manager**

Coverforce Pty Limited

Post: Level 26, Tower One, International Towers Sydney, Barangaroo NSW 2000

Telephone: 1300 503 503

Email: [compliance@coverforce.com.au](mailto:compliance@coverforce.com.au)

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

#### **Lloyd's Australia Limited**

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time. AFCA can be contacted as follows:

#### **AFCA**

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

The Underwriters accepting this Insurance agree that:

if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

any summons notice or process to be served upon the Underwriters may be served upon:

**Lloyd's Underwriters' General Representative in Australia**

Suite 1603, Level 16, 1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

**Coverforce Partners Pty Limited**

Phone: 03 8699 8888

Email: [claims@coverforce.com.au](mailto:claims@coverforce.com.au)

**5. Several Liability Clause**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**6. Law / Jurisdiction / Disputes Clause**

The parties are free to choose the law applicable to this Policy. This policy will be governed by the laws of the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts of Australia.

The language of this Policy and all communications relating to it will be in English.

**7. Sanctions**

We shall not provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit, would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**8. Accessibility**

Upon request Coverforce Partners Pty Ltd can provide braille, audio or large print versions of the Policy and the associated documentation. If You require an alternative format, You should contact Your broker through whom this Policy was arranged.

**9. Privacy Notice**

We are committed to safeguarding and protecting your privacy. We are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will

be in compliance with the Privacy Act. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, Your complaint should be addressed to the Complaints Officer at Coverforce Pty Limited if Your complaint relates to how Coverforce handle Your data, this may be done either verbally by calling 1300 503 503 or in writing to [compliance@coverforce.com.au](mailto:compliance@coverforce.com.au) or Level 26, Tower One, International Towers Sydney, Barangaroo NSW 2000. For complaints in relation to how the insurer handles Your data, please contact the insurer at [idraustralia@axaxl.com](mailto:idraustralia@axaxl.com). If You are dissatisfied with the response, You may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about Your privacy are shown in the Policy wording under "Privacy".

For more information about how Your insurer uses Your personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com> or in other formats on request.

#### 10. **Rights Of Third Parties**

Subject to any rights a beneficiary may have pursuant to the Insurance Contracts Act 1984 (Cth), no third party will be able to enforce any rights **under this policy**.

#### 11. **Australia Terrorism and Cyclone Insurance Act 2003 Notice**

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism and Cyclone Insurance Act 2003 (ATACIA) applies.

ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATACIA.

Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

**NMA2984A**



# General Definitions

## **Applicable to all sections of the Policy**

Certain words in this Policy have a specific meaning. The definitions of such words are detailed below in bold type. Where a word has been defined, the definition will apply wherever that word appears in this Policy.

### **Accident**

Means a sudden, unexpected, unusual, and specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended.

### **After-Care**

post-operative veterinary care of the Horse as required and recommended by a Veterinarian following an emergency general anaesthetic surgical procedure.

### **Consequential loss**

means loss resulting from interruption or interference with any business carried on by the Insured, including for example business interruption

### **Currency (\$)**

means Australian Dollars (AUD) unless stated otherwise in the Schedule.

### **Excess**

means the amount specified as such in the Policy which You are responsible for as the first part of every claim.

### **Dental Treatment**

means expenses incurred by the insured person as a result of the insured person sustaining an Injury.

### **Endorsement(s)**

means a change in the terms and conditions of this contract of insurance agreed by Us that can extend or restrict cover.

### **Humane Destruction** means

- > that the Horse incurs an Injury or is afflicted with an excessively painful Illness, and a Veterinary Surgeon appointed by Us shall first have given a veterinary Policy that the suffering of the Horse is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- > that the Horse incurs an Injury and a Veterinary Surgeon appointed by You shall first have given a Policy that the suffering of the Horse is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a Veterinary Surgeon by Us.

### **Horse**

means the whole or part interest of the Horse or Horses specified in the Policy.

### **Geographical Limits**

means the Geographical Limits specified in the Schedule.

**Illness**

means any change to normal healthy physical state or appearance, sickness or disease.

**Infertile**

means and is limited to “sterile”.

**Injury**

means a physical Injury resulting solely and directly from an Accident, not any injury that happens over a period of time or is of a gradual nature.

**Impotent**

shall mean the failure of the stallion to achieve intromission.

**Lease/Loan**

means an agreement where a person other than the owner of the Horse is responsible for the Horse's stable, grazing, health and general care.

**Life-saving surgery**

means an immediate emergency surgical intervention, under general anaesthetic, (or general standing sedation where appropriate) conducted by a Veterinary Surgeon, that is essential to preserve life or treat a life-threatening disease or injury, involving:

- Fractures of long bones - these being Radius, Ulna, Cannon bones (front and hind), tibia, fibula, humerus, femur, pelvis/scapula;
- Fractures or ligament/tendon disruptions producing articular luxation or subluxation;
- Fractures of the skull that involve the cranial vault;
- Fractures of the mandible that preclude mastication;
- Open/penetrating wounds and/or infection of synovial cavities;
- Exploratory celiotomy or colic surgery;
- Compromised gastro-intestinal vitality or other abdominal surgery;
- Guttural pouch mycosis;
- Caesarean section, post-partum repair of uterine tears and/or haemorrhage;
- Tears or ruptures of the bladder;
- Urinary tract obstructions;
- Acute airway obstruction requiring tracheostomy;
- Haemorrhage from major arterial or venous trunks;
- Other procedures where agreed by us in advance and confirmed in writing

**Loss of Limbs**

means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

**Loss of Sight**

means permanent and irrecoverable loss of sight and being certified as blind by a Qualified Medical Practitioner.

**Market Value**

means the price at which ownership of the Horse would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the Horse and current market conditions. This should be reflected in the Sum Insured per Horse stated in Your policy Schedule.

**Medication**

means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the Horse under the direction of a Veterinary Surgeon for the benefit of the Horse.

**Period of Insurance**

means the length of time for which this Policy is in force, as specified in the Policy.

**Permanent**

means lasting for twelve (12) consecutive months and at the end of that time being without the hope of improvement.

**Post-Mortem**

means the examination of the Horse after its death, which shall include a necropsy examination, made by a Veterinary Surgeon including, for example establishing the identity, the cause of death or the reason for the Humane Destruction of the Horse.

**Policy**

means this document which includes the Product Disclosure Statement, Schedule and invoice, any Endorsements, clauses or exclusions and any other documents We issue to You which are expressed to form part of the Policy terms, which set out the cover We provide for the Period of Insurance.

**Premium**

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

**Qualified Medical Practitioner**

means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include You, or Your family.

**Saddlery and Tack**

means saddles, bridles, leathers, irons, harness and Riding Tack normally Used on Your Horse while it is being Used for the activities set out on the Policy of Insurance, (rugs, clothing/costumes and blankets are not included).

**Schedule**

means the document showing Your name, coverage provided, Horse insured and the Sums Insured, and the Period of Insurance.

**Serving Mares**

means achieving intromission.

**Sum Insured**

means the amount You have chosen, and We have accepted as the most We will pay.

**Permanent Incapacity**

means the Horse being permanently and physically incapable of performing the Use stated the Policy Schedule.

**Permanent Total Disablement**

means disablement which prevents the Insured person from engaging in their usual occupation and as certified by a Qualified Medical Practitioner.

**Use**

means the use of the Horse(s) as specified in the Policy, namely dressage, show jumping, pony club or breeding or as shown in the Schedule.

**Veterinary Surgeon or Veterinarian**

means a Veterinary Surgeon or Veterinarian with a currently valid licence, issued by the appropriate governing agency in the territory(ies) where any Horse(s) are located, allowing them to practise veterinary medicine.

**We / Us / Our**

means certain underwriters at Lloyd's in respect of Syndicate 2003. You or Your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Insurers at Lloyd's is liable by requesting them from Coverforce.

**You / Your / Insured**

means the partnership, corporation, organisation or person(s) specified in the Certificate.

Coverforce Partners Pty Ltd

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**COVERFORCE**  
Smart Insurance Solutions