

Affinity Equine Protection Insurance

Underwritten by Lloyd's

Policy Form-EQ-AEP-24-09



About Aon and Affinity Insurance Brokers

Affinity Risk Partners (Brokers) Pty Ltd ABN 15 091 944 580 trading as Affinity Insurance Brokers (ABN 15 091 944 580) (“Affinity”) is a Corporate Authorised Representative (AR No. 1288354) of Aon Risk Services Australia Limited ABN 17 000 434 720, Australian Financial Services Licence (AFSL) No. 241141 (“Aon”). Affinity has long standing relationships with many thousands of businesses, groups, associations and private individuals. Affinity sources insurance products from many of Australia’s and the world’s leading insurance companies.

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

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

Affinity’s company profile

Affinity was founded on a simple philosophy of providing quality and innovative insurance solutions for the benefit of members of groups, associations, affinity bodies and private individuals. Affinity strives to provide its clients with competitive cover and security backed by fast, efficient and fair claims management services.

Affinity is part of the global Aon group of entities and its staff are experienced and well trained to respond to **Our** customers’ needs. Affinity is a member of the National Insurance Brokers Association of Australia (“NIBA”), the only body in Australia representing professional Insurance Brokers. NIBA has more than 500 member firms who handle over 90% of all premiums transacted by licensed Insurance Brokers in this country.

Important information about Affinity’s services including advice

The financial services provided by Affinity in connection with **Your Policy** are provided under Aon’s AFSL for and on behalf of Lloyd’s. Please refer to the Financial Services Guide (“FSG”) Affinity will give to **You** for details about the types of financial services Affinity provides.

Any financial product advice provided by Affinity relating to this **Policy** is general, and does not take into account **Your** financial situation, needs and objectives. For this reason, before **You** act on Affinity’s advice, **You** should consider the appropriateness of the advice taking into account **Your** financial situation, needs and objectives.

Before **You** make any decisions about whether to acquire this **Policy**, Affinity recommends that **You** read this PDS and the FSG carefully.

This PDS is important

Preparation date: 20 September 2024 This Product Disclosure Statement (PDS) contains two parts:

- Important Information – contains general information about **Your** insurance **Policy**; and
- **Policy** Wording – contains terms and conditions of **Your** insurance **Policy**.

Please read this PDS before applying for insurance. If **We** accept **Your** application for insurance, **You** will receive a **Schedule of Insurance** that sets out details of the insurance **You** have taken out.

If **You** need more information about this PDS or **Your Policy**, please contact Affinity:

Phone: +61 3 8587 7777

Fax: +61 3 8587 7700

Location: Level 1/1265 Nepean Hwy, Cheltenham, VIC, Australia, 3192

Postal: PO Box 601, Moorabbin, VIC, 3189

Email: equine@affinityib.com.au

Target Market Determination

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

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Important Information

The purpose of this PDS

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

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

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

The **Policy** provides some covers which may be provided to **You** as a retail client under the Corporations Act 2001 ("the Act") depending on **Your** circumstances. Only the parts of this **Policy** relevant to cover provided to **You** as a retail client and any other documents **We** tell **You** are included, make up the PDS for the purposes of the Act.

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

Who is the Insurer?

In this PDS, the **Insurer** is also referred to as "**We**", "**Us**", or "**Our**".

This insurance is underwritten by certain Underwriters at Lloyd's.

Details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable are set out in the table of Syndicates shown in the **Schedule**. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Insurer's Contact Details

Lloyd's Australia Limited,
Suite 1603 Level 16,
1 Macquarie Place,
Sydney NSW 2000,
Australia

Electronic Communications

We may communicate with **You** electronically via email, text or SMS at the contact details **You** have provided to **Us**.

Remuneration

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

Binder Disclosure

This insurance is sold, marketed and administered by Affinity. In arranging this insurance, Affinity is acting under a binding agreement from the **Insurer**. When acting under a binding agreement, Affinity will be acting under an authority given to it by the **Insurer** and will be effecting the insurance contract as agent of the **Insurer** and not as **Your** agent. Affinity's broker's binder arrangement with the **Insurer** is such that Affinity acts as the **Insurer's** agent in the handling of any claim.

Applying for cover

When **You** apply for this insurance, **We** may require **You** to complete a proposal form. **We** will use and rely on the information supplied by **You** to decide the terms of cover **We** will provide. **We** provide cover to **You** on the terms contained in this document and the **Schedule of Insurance** that **We** will provide to **You**.

The **Schedule of Insurance** will contain important information relevant to **Your** insurance including the **Period of Insurance**, **Your Premium**, details of **Your** property, the excess(es) that will apply to **You** and others and whether any standard terms have been varied by way of endorsement.

All of these make up **Your Policy** with **Us**. **You** need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items **You** insure.

Before expiry, **We** will send **You** a renewal notice which tells **You** whether **We** will renew and on what terms.

Summary of cover and other significant matters

Equine Protection Coverage

By way of summary, the principal covers available are:

Section 1 – Mortality

Death or **Humane Destruction** of the **Horse**, or loss of **Horse** by theft or straying. Cover is provided Australia wide including whilst in transit.

Section 2 – Public Liability

Cover for damages, claimant's costs and expenses that **You** become legally liable to pay as compensation, which has resulted from **Bodily Injury** or property damage caused by or arising in connection with the **Horse** described in the **Schedule of Insurance**. **We** will also pay costs and expenses incurred with **Our** written consent.

Section 3 – Veterinary Fees

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

An extension of cover limits for Veterinary Fees can be purchased to take the limit of cover up to \$15,000 in total per **Horse** during the **Period of Insurance** for colic surgery.

Section 4 – Harness, Saddlery and Tack

Provides cover for **Accidental** loss or damage, including theft, of harness, saddlery and tack up to the nominated sum insured which appears on the **Schedule of Insurance**. A limit of \$2,500 per item applies, unless otherwise specified in the **Schedule of Insurance**.

Significant risks

You need to make sure that the cover provided by this insurance is appropriate for **Your** requirements. **We** only provide cover up to the amount(s) and the limit(s) and sum(s) insured specified in **Your Schedule of Insurance** and **Policy**, subject to the **Policy** terms, conditions and exclusions.

An excess will generally apply when **You** make a claim. An excess, if applicable, is the amount **You** must contribute towards each claim **You** make under the **Policy**. When an excess applies, **We** will either reduce the amount **We** pay for a claim by the amount of the excess, or **We** will ask **You** to pay it before **We** make a claim payment. Any excess(es) that apply will be shown on **Your Schedule of Insurance**.

We only cover **Your** interest in the insured property unless **We** specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount **We** pay under a claim in certain circumstances, including:

- where an exclusion applies (refer to each insured section for full details of when cover is NOT provided; these can be found under the heading “Exclusions” in each insured section, and in Section 7 “General Exclusions”);
- if **You** do not comply with the terms and conditions of **Your Policy**;
- if **You** do not comply with **Your** duty to take reasonable care not to make a misrepresentation, or
- if **You** make a fraudulent claim.

We may also cancel **Your Policy** in certain circumstances permitted by law, for example, if **You** fail to comply with a condition or breach **Your** duties to **Us** under applicable law, including applicable insurance legislation.

Cost of the insurance

The insurance provided is subject to **Your** payment of the **Premium We** require by the agreed time. In order to calculate **Your Premium We** take various factors into consideration, including:

- the type of cover requested;
- the sum(s) insured;
- payment of **Your Premium** by instalments (if applicable), and
- **Your** previous insurance and claims history.

Your Premium also includes amounts that take into account **Our** actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to **Your Policy**. **We** will tell **You** when **You** apply what **Premium** is payable, when it needs to be paid and how it can be paid. If **You** buy this **Policy**, the amounts due will be clearly set out in **Your Schedule of Insurance**.

If You Pay Your Premium By Instalments

An administration charge may apply to use an instalment payment facility. If **You** choose to pay **Your Premium** by instalments, **Your Premium** may be more than if **You** choose to pay by a single annual payment. If **You** are paying by instalments and an instalment is fourteen (14) days or more overdue, **We** may refuse a claim. **We** may cancel this insurance if the instalment is one (1) month or more overdue.

If **We** cancel **Your** insurance where an instalment is unpaid, **Your** insurance cover will end on the due date of the first unpaid instalment payment.

Duty to take reasonable care not to make a misrepresentation

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

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

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

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

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

Cooling off period

After **You** purchase this **Policy**, **You** have cooling off rights. **You** can return **Your Policy** by notifying **Us** by mail, email or by telephone within twenty-one (21) days of cover commencing. This is **Your** cooling-off period. Provided a claim has not been made on the **Policy**, **You** have the right to cancel the **Policy** within the cooling-off period and obtain a full refund of the **Premium** paid. Even after this cooling off period ends, **You** still have cancellation rights (see Section 5 – General Conditions).

How to make a claim

Before **We** pay any claim, **We** may reasonably require evidence of **Your** ownership of any items insured under the **Policy** and the evidence as to the extent of loss or damage. Please ensure that, where possible, **You** keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Please contact Affinity if you wish to make a claim:

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

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.

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.

How to provide feedback or resolve a complaint or dispute

Your Feedback

We value **Your** feedback. Whether it’s a compliment or a complaint, **We** are continuously seeking to learn from **Your** experience and enhance **Our** service. Similarly, if **You** have any suggestions or general feedback about **Our** products, policies and procedures and what **We** could do better, **We** would like to hear from **You**.

What to do if You have a complaint

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. During this process **You** will be known as the **Complainant**. Please contact Affinity Insurance Brokers in the first instance:

Complaints Manager
Affinity Insurance Brokers
Level 1, 1265 Nepean Highway
Cheltenham VIC 3192
Australia
claims@affinityib.com.au
t: +61 (0)3 8587 7760
f: +61 (0)3 8587 7700

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within ten (10) business days. If **We** are unable to resolve **Your** complaint to **Your** satisfaction within ten (10) business days or, if the complaint is complex, any other period agreed with **You**, then **We** will escalate this to the Lloyd's Internal Dispute Resolution team.

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
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16,
1 Macquarie Place,
Sydney NSW 2000

A final decision will be provided to **You** within thirty (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 thirty (30) calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your two (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:

- (i) 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;
- (ii) 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;

- (iii) 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 reasonably practicable to:

Claims Manager
Affinity Insurance Brokers
Level 1, 1265 Nepean Highway
Cheltenham VIC 3192
Australia
claims@affinityib.com.au
t: +61 (0)3 8587 7760
f: +61 (0)3 8587 7700

Choice of Law and Jurisdiction

The **Insurers** accepting this insurance agree that:

(i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and **We** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon **Us** 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 **Our** behalf;

(iii) if a suit is instituted against any of the **Insurers**, all **Insurers** 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 to either **Your** Lloyd's insurance intermediary or to the administrator handling **Your** claim as soon as reasonably practicable.

Data Protection and Privacy

The Basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other People's Details You Provide to Us

Where **You** provide **Us** or **Your** broker with details about other people, **You** must provide this notice to them.

Want More Details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website(s) or in other formats on request.

How We Protect Your privacy – our Privacy Statement

In this Privacy Statement the use of “**We**”, “**Our**” or “**Us**” means Affinity, Aon and Lloyd’s, where the context permits and unless specified otherwise. In this Privacy Statement the use of “personal information” includes sensitive information. **We** are committed to protecting the privacy of the personal information **You** provide to **Us**.

The Privacy Act 1988 (Cth) contains the Australian Privacy Principles which require **Us** to tell **You** that **We** collect, handle, store and disclose **Your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy;
- determining the terms and conditions of **Your Policy**;
- compiling data to help develop and identify other products and services that may interest clients; and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **Us** **Your** consent to collect, use and disclose **Your** personal and sensitive information in order to provide **You** with the relevant services and/or products. When **You** give **Us** personal information about other individuals, **We** rely on **You** to have made or make the individual aware that **You** will or may provide their personal information to **Us** and the types of other parties and service providers **We** may provide it to, the relevant purposes **We** and the other parties and service providers will use it for, and how they can access it. If **You** have not done or will not do either of these things, **You** must tell **Us** before **You** provide the relevant personal information to **Us**.

We disclose personal information to other parties and service providers whom **We** believe are necessary to assist **Us** and them in providing the relevant services and/or products. For example, in handling claims, **We** may have to disclose **Your** personal and other information to other parties and service providers such as **Our** claim management partner(s), other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by **Us** to them to the specific purpose for which **We** supplied it.

We may disclose **Your** personal information to **Our** insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, the European Union and the United States of America.

If **You** do not provide the personal information requested and/or do not provide **Us** with **Your** consent to the use and disclosure of **Your** personal information as set out in this Privacy Statement, **Your** insurance application may not be accepted, or **We** may not be able to administer **Your Policy**, or **You** may be in breach of **Your** duty of disclosure, or the Duty of Utmost Good Faith.

If **You** wish to gain access to or correct **Your** personal information, make a privacy complaint, or if **You** have any query about how **We** collect or handle **Your** personal information, please contact:

Aon & Affinity

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

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

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

Confirming transactions

You may contact Affinity in writing or by phone to confirm any transaction under **Your** insurance if **You** or **Your** advisor do not already have the required **Policy** confirmation details.

Updating this Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. **You** can obtain a paper copy of any updated information without charge by calling Affinity on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the **Policy**, **We** will make available to **You** a new PDS or a Supplementary PDS.

Policy Wording

Your Policy

Your Policy is a contract of insurance between **You** and **Us**. **Your Policy** includes information on the following:

- when **You** are insured
- what **You** are covered for
- what **Your Policy** does not cover
- how **We** pay claims.

If **We** accept **Your** application for insurance, **You** will receive a **Schedule of Insurance** that sets out details of the insurance **You** have taken out as described in this **Policy**.

Our agreement with **You** is made up of **Your** current **Schedule of Insurance** and this **Policy**, as well as any endorsements **We** send to **You**.

Together, they make up **Your** insurance contract with **Us**. Read them carefully and consolidate them together in a safe place.

We recommend that **You** keep receipts for any major items **You** purchase.

When You are insured

Your insurance begins when **We** accept **Your** application. The commencement date of **Your** insurance will be shown on the **Schedule of Insurance** that **We** will send **You**.

The insurance applies for the period for which **You** have paid **Us** (or agreed to pay **Us**) the **Premium**. **You** may pay **Your Premium** by cash, cheque, or credit or debit card. If **Your** cheque or credit card is dishonoured by **Your** financial institution, **You** are not insured.

Definitions

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

“Accident” or **“Accidental”** means an event that is unintentional and unforeseen from **Your** perspective which occurs during the **Period of Insurance**.

“Agreed Value” means the value of the **Horse** at which **We** agree to pay at the time of death.

“Agreed Value Extension Expiry” means the date at which the Agreed Value extension ceases on the **Horse** noted on the **Schedule of Insurance**

“Alternative Treatment” means the following treatments that are considered to be alternative treatment for the purpose of this **Policy**: physiotherapy, ultra sound, faradism, infra-red, magneto pulse, laser treatment, back manipulation, osteopathy, chiropractic, nutraceutical, alternative medicine, herbalist, homeopathy and acupuncture. If cover is extended to include these they are only covered for specific conditions diagnosed by, and prescribed on the recommendation of, a **Veterinarian**, whether administered by a **Veterinarian** or not.

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

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

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

“Complainant” means an individual or individuals, or small business (employing under 100 employees) who has expressed dissatisfaction to or about an organization, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.

“Cyber Incident” means:

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

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

“Harness, Tack and Saddlery” means saddles, leathers, irons, bridles, harnesses and other riding tack, and restricted specifically to those items normally attached to the **Horse** whilst being used for the activities as stated in the **Schedule of Insurance**

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

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

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

“Insured”, “Insured Person”, “You” and “Your” means the person or persons named in the **Schedule of Insurance** as being insured under this **Policy**, or a section of this **Policy**.

“Insurer”, “We”, “Us” and “Our” means the Underwriter(s) at Lloyd's who provide the cover under this insurance.

“Market Value” means the retail value of items of a similar type, age and condition, with adjustment for special features, if any. Used price guides and any other information may be used by **Us** to assist in determining market value.

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

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

“Post-Mortem” means a post-mortem, which shall include a necropsy examination made by a **Veterinarian** including, but not limited to establishing the identity, the cause of death or the reason for the **Humane Destruction** of the **Horse**.

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

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

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

“Veterinarian”, “Veterinary Surgeon” means a veterinarian or veterinary surgeon experienced in equine practice and permitted by local law to practice veterinary medicine, who is not insured under this **Policy**.

Section 1 – Mortality

You are not automatically covered by this section. You will only be covered under this section if you have paid the appropriate additional Premium and coverage is indicated as covered in the Schedule of Insurance.

The cover

We will insure You for death, including death following Humane Destruction of Your Horse(s) occurring during the Period of Insurance stated in the Schedule of Insurance.

If Fair Market Value is listed on Your Schedule of Insurance for your Horse(s) We will pay You the Fair Market Value of Your Horse(s) at the time of death or the sum insured shown in the Schedule of Insurance, whichever sum is lower. If Agreed Value is listed on Your Schedule of Insurance for your Horse(s) and the date of loss is prior to the Agreed Value Extension Expiry We will pay You the Agreed Value of Your Horse(s) at the time of death as shown in the Schedule of Insurance.

Additional cover

Subject to the above clause, We will also insure You against loss of Your Horse(s) which occurs during the Period of Insurance directly from:

- Theft or straying of Your Horse(s) provided that:
 - a) as soon as reasonably practicable after the theft or straying which may give rise to a claim on the Policy You must give notice to the police and advertise at Your expense the loss of Your Horse(s);
 - b) We will only pay a claim if the Horse(s) has been missing for ninety (90) days or more; and
 - c) if Your Horse(s) is recovered and We have paid Your claim, You must promptly refund to Us the amount paid.
- The destruction of Your Horse(s) whilst on board an aircraft in transit on a recognised air route anywhere in Australia or New Zealand; such destruction being carried out by or on the order of the responsible authority at the time on the basis that in their opinion the Horse(s) was/were so uncontrollable as to be a danger to the safety of the aircraft, crew, passengers or cargo.
- The death of Your Horse if Your Horse(s) dies within ninety (90) days of the expiry of the Period of Insurance, resulting directly and solely from an injury, illness, or disease occurring during the Period of Insurance and which would have constituted a claim under this Policy had the death occurred during the Period of Insurance. It is a condition of this cover that You notify Us as soon as reasonably practicable after the injury, illness or disease occurs.

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

Or

In each case under this additional cover, if Agreed Value is listed on Your Scheduled of Insurance for your Horse(s) We will pay You the Agreed Value of Your Horse(s) at the time of death as shown in the Schedule of Insurance,

Section 1: Optional Extension

You are not automatically covered for this extension. You will only be covered for this extension if You have paid the appropriate additional Premium (if required) and coverage is indicated as covered in the Schedule of Insurance.

Agreed Value Extension.

If the Schedule of Insurance states that the Horse is insured for Agreed Value and in consideration of the Premium (if required) paid, We will provide You the following coverage:

1. if the Fair Market Value of the Horse should depreciate for any reason during the Period of Insurance as a result of Accident, injury, illness, disease, physical disability, including lameness, or performance, and the death of the Horse is a covered loss under Section 1 – Mortality, We will pay You the Agreed Value as stated in the Schedule of Insurance.

Additional Important Conditions applying to this Agreed Value Endorsement

1. **You** are required to notify **Us** as soon as reasonably practicable of any **Accident**, injury, medical condition or physical disability, including lameness, sustained by the **Horse**, and any illness contracted by the **Horse** during the **Period of Insurance**.
2. **You** are required to provide **Us** with proof of value of the **Horse** which is subject to **Our** approval.
3. Unless otherwise agreed by **Us**, at the effective date of the **Policy**, and on each date of renewal, the **Horse** is to be healthy, sound and free from any **Accident**, injury, illness, medical condition or physical disability, including lameness. **We** reserve the right to exclude coverage for particular medical condition(s) based on the health status of the **Horse**.
4. At the effective date of the **Policy** and on each date of renewal, **You** are required to provide **Us** with updated health information, which is subject to **Our** approval. **We** require information regarding any **Accident**, injury, medical condition or physical disability, including lameness, sustained by the **Horse**, and any illness contracted by the **Horse** before or during the **Period of Insurance**, and any change to the health status of the **Horse** during the **Period of Insurance**. If requested by **Us**, **You** are required to provide **Us** with a declaration of health or **Veterinarian** certificate.
5. Prior to the **Agreed Value Extension Expiry**, **You** are required to provide **Us**, proof of value of the **Horse**, which is subject to **Our** approval.

Failure to follow these conditions may lead to a claim not being paid in full or being declined.

What is not covered

There is no cover provided under this endorsement for:

1. The Agreed Value Endorsement is not available to a **Horse** greater than fifteen (15) years old as of August 1 of the current year.
2. If you do not comply with the conditions of the Agreed Value Extension, the policy automatically reverts to **Fair Market Value** at the date of renewal.

Conditions

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

1. It is a condition of this **Policy** that at the commencement of this **Policy** the **Horse** is, with the exception only of those conditions known to **You** which have been disclosed to and accepted in writing by **Us**, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever of which **You** are aware or of which a reasonable person in the circumstances could be expected to be aware.

This condition shall also apply in respect of:

- a) any variation to the **Policy** to increase the sums insured on a **Horse** already insured; and/or
- b) any **Horse** added to this **Policy**; and/or
- c) where applicable, any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. **Our** acceptance of a **Veterinarian** certificate, or declaration of health where such declaration has been accepted by **Us** as a satisfactory substitute for a **Veterinarian** certificate, submitted in connection with **Your** application for this **Policy** or any extension of or addition to coverage on the **Horse** shall neither remove nor reduce the requirement of full compliance with Condition 1 above in respect of the **Horse**. However, if **We** have accepted a **Veterinarian** certificate, or declaration of health where such declaration has been accepted by **Us** as a satisfactory substitute for a **Veterinarian** certificate, then the burden of proving that the **Horse** was not in sound health or free from any illness, disease, lameness, injury or physical disability whatsoever at the commencement of cover for the **Horse** under this **Policy** shall be upon **Us**.
3. It is a condition of this **Policy** that, at the commencement of this **Policy**, or on any increase, addition or other extension to

coverage, and during this **Policy**, **You** must be the sole owner of the **Horse** or have a financial interest in the **Horse**. This insurance will cease to cover the **Horse** immediately if **You** sell, or otherwise part with all of **Your** financial interest in the **Horse**.

4. If during the **Period of Insurance** **You** elect to have the **Horse** castrated, **You** must notify **Us** of **Your** election to do so prior to the **Horse** being operated upon for castration or spaying. **We** may upon receipt of such notification charge **You** an additional **Premium** for the change in risk associated with the surgery.
5. It is a condition of this **Policy** that:
 - a) prior to the commencement date of this **Policy** there has been no theft, attempted theft, or threat of theft of **Your Horse** whether insured hereunder, insured elsewhere or uninsured.
 - b) **You** shall not pay or promise to pay a ransom or give similar assurances of any such nature to any third party in relation to **Your Horse**.
6. In the event that at any time during the **Period of Insurance** the **Horse** is entered but not sold in a public auction and the sum insured specified in the **Schedule of Insurance** exceeds the highest amount bid in such public auction for **Your** interest in the **Horse** as specified in the **Schedule of Insurance**, **You** shall within five (5) days thereafter inform **Us** in writing of the circumstances and amount of the highest bid.
7. The **Horse** must remain within the Geographical Limits stated in the **Schedule of Insurance** during the whole **Period of Insurance**.

Exclusions

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

1. **Your Horse** being used for or taking part in professional thoroughbred racing or harness racing of any kind.
2. The intentional slaughter of the **Horse** whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

Provided that this exclusion will not apply:

- a) Where **We** have expressly agreed to the destruction of the **Horse**; or
 - b) In the case of **Humane Destruction**.
3. Death or **Humane Destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a) any surgical operation unless conducted by a **Veterinarian** and certified by said **Veterinarian** to have been necessitated solely by **Accident**, injury, illness or disease occurring during the **Period of Insurance** and to have been carried out in an attempt to save the **Horse's** life; or
 - b) the giving of any medication unless by a **Veterinarian**, or experienced personnel directed by the said **Veterinarian**, and certified by that **Veterinarian** to have been of a preventative nature or necessitated by an **Accident** occurring during the **Period of Insurance**. In this **Policy**, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or
 - c) malicious or wilful injury or criminal or intentional acts or omissions by **You**, **Your** family, representatives, agents, employees, **Veterinarians**, bailees or other persons who have care, custody or control of the **Horse** or who have acted with **Your** consent; or
 - d) failure by **You**, **Your** family, representatives, agents, employees, bailees or other persons who have care, custody or control of the **Horse** to provide reasonable care and attention to the **Horse**, including failure to vaccinate against disease endemic to the area where **Your Horse** is located and failure to isolate **Your Horse** from the remaining herd upon discovery of a contagious or infectious disease; or

e) the use of the **Horse** for any purpose other than that specified in the **Schedule of Insurance**.

In any claim, and in any action, suit or proceeding to enforce a claim for death or **Humane Destruction** under this Section 1 of this insurance, the burden of proving that the death or **Humane Destruction** does not fall within exclusion 3(a), (b), or (c) above shall be upon **You**.

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

Section 2 - Public Liability

You are not automatically covered by this section. You will only be covered under this section if you have paid the appropriate additional Premium and coverage is indicated as covered in the Schedule of Insurance.

The cover

We agree that, subject to the following terms, conditions and exclusions of the **Policy**, **We** will indemnify **You** against liability at law for damages and claimant's costs and expenses in respect of:

- a) **Bodily injury** or death;
- b) Loss of, or damage to, tangible property,

which occurs anywhere in the Commonwealth of Australia or New Zealand during the **Period of Insurance** as a result of an **Accident** caused by or arising in connection with the **Horse** as specified in the **Schedule of Insurance**.

Our liability for damages under this Section 2 of the **Policy** shall not exceed the limit of liability shown in the **Schedule of Insurance** in respect of any one occurrence.

We will treat as though the **Insured** in this Section 2 of this **Policy**, any person who with **Your** permission is riding or has custody or control of the **Horse** as specified in the **Schedule of Insurance**, provided that such person shall observe the terms of this **Policy** so far as they can apply.

Costs

We will also pay all costs and expenses incurred by **You** relating to any claim that may be the subject of indemnity under this Section 2 of the **Policy**. Such costs and expenses payable by **Us** are in addition to the applicable limit of liability. If a payment above the limit of liability available under this Section 2 of the **Policy** is made to dispose of a claim, then liability for costs and expenses will be limited to the proportion that the limit of liability bears to the claim payment.

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

Conditions

The following are specific conditions and must be complied with. If they are not, **We** may have no liability or may reduce **Our** liability to make any payment under this Section 2 of the **Policy**.

1. Every letter, writ, claim, summons, legal process or other document received by **You** shall be forwarded to **Us** by **You** as soon as reasonably practicable after receipt.
2. No admission, offer, promise, payment or indemnity shall be made or given by **You** without **Our** written consent, which shall not be unreasonably withheld or delayed.
3. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim, or to prosecute in **Your** name for **Our** own benefit any claim, for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim subject to **Your** right to be informed of the status of proceedings and to be consulted where appropriate and that **We** take into account **Your** interests including any reputational impact on **You**.
4. In connection with any claim, or series of claims, **We** may at any time pay **You** the amount of the limit of liability, after deduction of any sum(s) already paid as compensation, or any lesser amount for which such claim(s) can be settled; and upon such payment being made **We** shall relinquish the conduct and control of, and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Exclusions

We will not cover **You** for any liability **You** may have for any claim for damages or compensation under this Section 2 of the **Policy** for:

1. Any rider of the **Horse** as specified in the **Schedule of Insurance**.
2. **You** or any member of **Your** family ordinarily residing with **You** or with whom **You** ordinarily reside.
3. Death or **Bodily injury** sustained by any person under a contract of service or apprenticeship with **You**, when such death or **Bodily injury** arises out of or in the course of that person's employment by **You**.
4. Loss of or damage to property belonging to or in the care, custody, or control of **You** or **Your** employees.
5. Liability arising directly or indirectly by, through, or in connection with, the ownership, possession or use by **You** or on **Your** behalf, of any mechanically propelled vehicle, aircraft or watercraft.
6. Liability arising directly or indirectly by, through or in connection with, the ownership, possession or use by **You** or on **Your** behalf, of any horse float, gooseneck or trailer.
7. Loss or damage to fences or growing crops caused by the **Horse** as specified in the **Schedule of Insurance** whilst being ridden, driven or led.
8. Liability arising directly or indirectly by the hiring out of any insured **Horse** by **You** or its use by any riding establishment;
9. Liability attaching to **You** solely by reason of an express term of any contract unless the liability would attach to **You** even in the absence of such an agreement.
10. Liability arising directly or indirectly from **Your** trade, business or profession.
11. The serving or attempting to serve a mare by a stallion.
12. The amount of any excess under this Section 2 of the **Policy** specified in the **Schedule of Insurance**.
13. Liability arising directly or indirectly out of the organisation of any event (which includes but is not limited to the organisation of indoor and outdoor gatherings, exhibitions, displays, expos, shows or sales) by **You** or on **Your** behalf.
14. Any claim arising out of the playing of polo.
15. Any claim arising out of the participation in or training for a **Horse** race of any kind.
16. **Your** participation in or training for any activity in a professional capacity.
17. Any claim arising out of a breach of a professional duty by **You** or any person for whose breach of such duty **You** are legally liable.

Section 3 - Veterinary Fee Cover

You are not automatically covered by this section. You will only be covered under this section if you have paid the appropriate additional Premium and coverage is indicated as covered in the Schedule of Insurance.

The cover

We will indemnify You for Veterinarian fees incurred up to the amount stated in the Schedule of Insurance in the event of the Horse sustaining an injury as a result of an Accident, or an illness or disease occurring during the Period of Insurance.

Conditions

1. You are responsible for the first \$500 of Veterinarian fees for any individual Accident, injury, illness or disease.
2. The most We will pay, is the sum insured shown in the Schedule of Insurance in total per Horse in any Policy year, whichever is the lesser.
3. Any requirement for veterinary treatment must be advised to Us during the Period of Insurance in accordance with Section 6 – Claims Conditions of the Policy.
4. Veterinary treatment will only be paid for costs incurred within twelve (12) months of the Accident or the onset of the injury, illness or disease.
5. We will not pay for Alternative Treatment or stabling at a veterinary hospital.
6. We will only pay 25% of costs incurred for MRI and Scintigraphy.

Section 3: Optional Colic Extension

You are not automatically covered for this extension. You will only be covered for this extension if You have paid the appropriate additional Premium and coverage is indicated as covered in the Schedule of Insurance .

Increased Colic Coverage limit for colic/gastro/intestinal medical condition, Injury, or Illness

If the Schedule of Insurance states that the Horse is subject to the “Section 3 - Veterinary Fee Cover”, and the Horse is covered under Section 1 - Mortality insurance, in consideration of the Premium paid for this Optional Colic Extension, We agree that the coverage limit under this Optional Extension in respect of colic/gastro/intestinal medical condition, injury, or illness is increased to \$15,000 in total per Horse in any one Policy year. All other covered ailments will remain at the maximum limit in the Schedule of Insurance in total per Horse in any Policy year.

Exclusions

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

1. Veterinary treatment unless performed by a Veterinarian Surgeon.
2. Veterinarian costs incurred in connection with routine preventative treatment such as inoculations or vaccinations. Dentistry, spaying, castration, hereditary or congenital complaints or foaling risks are not covered unless complications arise.
3. Any costs incurred as a result of euthanasia and Post-Mortem, carcass disposal or cremation unless extended on the Schedule of Insurance.
4. Husbandry costs, boarding and/or agistment or transportation costs, cost of horse walker or specialist exercise regime including spa treatment.
5. Veterinarian costs arising out of injury, illness or disease (excluding equine gastric ulcers) contracted within the first fourteen (14) days after inception of this Policy or fourteen (14) days from the date of the Horse being added to this Policy.
6. Veterinarian costs arising from equine gastric ulcers contracted within the first ninety (90) days after inception of this Policy or ninety (90) days from the date of the Horse being added to this Policy.
7. Veterinarian costs incurred more than twelve (12) months after the onset of the injury, illness or disease.

8. **Alternative Treatment** costs unless agreed by **Us**.
9. Costs incurred for alternative medicine and treatment, including but not limited to osteotherapy, physiotherapy, acupuncture, hydrotherapy and the like, unless authorised by **Us** and **Our** advising **Veterinarian** in writing prior to the commencement of treatment.
10. The proportion of costs incurred for hospitalisation following surgery which relates to boarding and/or agistment.
11. Costs incurred in preparing **Veterinarian** reports or claim forms.
12. Referrals carried out as a second opinion, or referrals to a specialist veterinary centre or hospital, unless it has been recommended by the attending **Veterinarian** and a veterinary report to this effect is submitted prior to the referral, or in the case of any urgent referral, verbal advice must be given to Affinity Insurance Brokers.
13. Behavioural problems unless established and certified by **Your Veterinarian** to have resulted from injury, illness or disease consequent upon an **Accident**, or injury, illness or disease during the **Period of Insurance**.
14. Vices.
15. Routine costs for pregnancy and/or foaling.
16. Wolf teeth.
17. Any **Horse** which is aged under thirty (30) days or over fifteen (15) years.
18. Costs incurred for **Corrective Farriery**, other than costs for **Surgical Shoeing**.

Section 4 - Harness, Tack and Saddlery

You are not automatically covered by this section. You will only be covered under this section if you have paid the appropriate additional Premium and coverage is indicated as covered in the Schedule of Insurance.

The cover

We agree that, subject to the following terms, conditions and exclusions of the Policy, We will pay for Accidental physical loss or damage, including theft, occurring during the Period of Insurance to Harness, Tack and Saddlery belonging to You.

We will either pay:

- (a) the cost of repairing the **Harness, Tack and Saddlery** to a similar condition it was prior to the damage; or
- (b) the **Market Value** up to the sum insured specified in the **Schedule of Insurance**.

The most **We** will pay per item is \$2,500, unless otherwise specified in the **Schedule of Insurance**

Exclusions

We will not cover You for any claim under this Section 4 of the **Policy** for loss related to:

1. The amount of the excess specified in the **Schedule of Insurance** section of the **Policy**.
2. Any clothing or personal effects.
3. Rugs.
4. Damage caused by moth, vermin, wear and tear, gradual deterioration or atmospheric conditions.
5. Damage to or deterioration of any article caused by the actual process of dyeing, cleaning, repair or renovation.
6. Damage resulting from riding school use except by **You** as a pupil.
7. Theft other than from:
 - a) a totally enclosed and secure building, the doors of which are locked by a deadlock and the windows are securely locked; or
 - b) large immovable metal containers suitably attached to the ground by heavy duty bolt/rivet or shipping containers,

providing that such theft must be occasioned by violent and forcible entry or where there has been a threat of immediate violence or violent intimidation. Any loss by theft must be reported to, and recorded by the police and a written report obtained.
8. Theft from any riding school or commercial premises with more than ten (10) **Horses**, unless privately owned and stored in an alarmed tack room.
9. Theft from a motor vehicle, trailer or float except when such theft is occasioned by violent and forcible entry to the vehicle/trailer or float, or where there has been a threat of immediate violence or intimidation.

Conditions

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

1. It is a condition of this **Policy** that prior to the commencement date of this **Policy** there has been no theft or attempted theft of **Your Harness, Tack and Saddlery** or threat against **You** or **Your** Harness, Tack and Saddlery whether insured hereunder, insured elsewhere or uninsured.
2. **You** will be required to provide reasonable proof of ownership and value of **Your Harness, Tack and Saddlery**.

Section 5 - General Conditions

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

1. Reasonable precautions

You must, at all times, take reasonable precautions to prevent any **Accident**, loss, destruction or damage which may result in a claim under this **Policy**. If **You** do not this may affect any claim that **You** make.

2. Insured's agreement

You agree to adhere to all of the terms and conditions of this **Policy** and agree that failure to satisfy any terms and conditions of this **Policy** or make any claim knowing the same to be false or fraudulent, as regards amount or otherwise may, subject to the provisions of the Insurance Contracts Act 1984 or amendment thereto, shall permit **Us** to:

- a) Refuse to pay, or otherwise reduce **Our** liability, in respect of a claim
- b) Cancel this **Policy**.

3. Cancelling this Policy

- a) Once the cooling off period has ended, **You** can cancel this **Policy** or any section at any time by telling **Us** by telephone or in writing (including by email) that **You** want to cancel it. Cancellation by **You** will be effective when **We** receive **Your** request. **We** will refund to **You** a proportion of **Premium** (less any unrecoverable government charges) to reflect the remaining **Period of Insurance**.
- b) In the event **You** cancel the **Policy** for whatever reason after having made a claim, or being entitled to make a claim, no **Premium** refunds are payable, and the remaining **Premium** for that **Period of Insurance** must be paid.
- c) **We** may cancel this insurance by giving **You** notice and in accordance with the law, including where **You** have:
 - i) made a misrepresentation to **Us** before this **Policy** was entered to;
 - ii) failed to comply with **Your** duties to **Us** under the law;
 - iii) failed to comply with a term or condition of this **Policy**, including failure to pay the **Premium**;
 - iv) made a fraudulent claim under this **Policy** or any other insurance during the time this **Policy** has been in effect;
 - v) failed to notify **Us** of a specific act or omission as required by this **Policy**;
 - vi) altered the circumstances of the risk during the **Period of Insurance**.

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

- d) when another contract of insurance is taken out by **You** to replace this **Policy**; or
- e) at 4.00pm of the third (3rd) business day after the day notice was given to **You**, or
- f) if a date and time is specified in the notice – that time.

After cancellation and subject to **Your** cooling off period rights (see Important Information Section – Cooling Off Period), **We** will subtract from any **Premium** that **You** have paid **Us** an amount to cover the **Period of Insurance** that **We** have already insured **You** for. **We** will then return the rest of the **Premium** to **You**.

If the amount of the refund is \$20 or less, **We** may not return the **Premium** to **You**.

4. Change of circumstances

This **Policy** is based on the details that **You** gave **Us** when purchasing this **Policy**. If those details change during the **Period of Insurance**, to make sure that **You** are still covered, **You** must tell **Us** as soon as reasonably practicable.

Examples of changes that **You** must tell **Us** about include any alteration of risk relating to **You** including change of residence or usual occupation as stated in the **Schedule of Insurance**.

5. Obligations of third parties covered by this Policy

Any other person entitled to cover under this **Policy** is bound by the terms of this **Policy**.

6. Other insurance

You must notify **Us** in writing if other insurance is effected which covers any matter covered by this **Policy** in whole or in part. To the extent permitted by law, when other insurance applies to a covered loss, **We** will only pay in excess of the other insurance, limited to the indemnity being provided under this **Policy**, unless that other insurance was specifically written to be excess over the indemnity provided by this **Policy**.

Section 6 – Claims Conditions

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

What **You** must do when making a claim:

1. **You** must advise Affinity by telephone or in writing (including by email) as soon as reasonably practicable after **You**, **Your** insured property, or **Horse** suffers loss, damage or injury.

You can contact Affinity at:

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

2. **Things You Must Do.**

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

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

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

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

3. **You** must at all times co-operate with **Us** and **Our** representatives in the investigation and adjustment of any actual or potential claim by:
 - a) providing as soon as reasonably practicable upon request by **Us** or **Our** representatives, access to any person(s) copies and originals of all veterinary records whether held by **You**, or by **Veterinary Surgeons**, having care, custody or control of the **Horse**; and
 - b) providing as soon as reasonably practicable upon request by **Us** or **Our** representatives, all information relating to the condition, history, performance, value or otherwise of the **Horse** which **We** or **Our** representatives may reasonably require; and

- c) preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **We** or **Our** representatives have inspected it. If **You** have coverage for veterinary fees under this **Policy**, **You** should keep any original bills, receipts or invoices **You** are asked to pay and submit them to **Us** for consideration.

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

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

4. **Humane Destruction of a Horse**

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

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

5. **You** should send Affinity:

- a. Notice and details of the loss, damage or injury (if known by **You**) in writing (whether by post or email); and
- b. any communication or court documentation received.

6. If **You** do not make a claim within a reasonable time of the loss, **We** may reduce what **We** pay to **You** to allow for any financial prejudice **We** may have suffered because of the delay.

7. **You** must take all reasonable steps to stop any further loss from occurring.

8. **You** must contact **Us** before repairing or replacing any damaged property.

9. **You** must advise the nearest police station if **Your** property is lost, stolen or maliciously damaged.

10. **You** must not pay or promise to pay or offer payment or admit responsibility for a claim.

11. **You** must keep the property that has been damaged so **We** can inspect it as reasonably requested.

12. **You** must provide Affinity with all the information **We** reasonably require in relation to the claim, including valuations, receipts, proof of ownership and statutory declarations if requested.

13. **You** must provide Affinity with all the information and cooperation that **We** reasonably require in relation to the claim including reasonable access to any person(s), and forward to **Us** as soon as reasonably practicable all correspondence received by **You** concerning the **Accident**, event, claim, damage or loss.

14. **You**, **Your** family, representatives, agents, employees or other person(s) having care, custody or control of the **Horse** submitting to interviews with **Us**, if reasonably required by **Us**.

15. **You** must notify **Us** of any other insurance that also provides cover whether in whole or in part.

16. All certificates, information and evidence that **We** reasonably require to support a claim shall be provided at **Your** own expense and shall be in a form that **We** will reasonably request of **You**.

17. Every letter, writ, claim, summons, legal process or other document received by **You** shall be forwarded to Affinity by **You**, as soon as reasonably practicable by **You**;

18. No admission, offer, promise, payment or indemnity shall be made or given by **You** without **Our** written consent, which shall not be unreasonably withheld or delayed.

When We agree to pay a claim

- a) **We** will reduce the amount **We** pay by any applicable excess or **We** will ask **You** to pay it. **We** will also reduce the amount **We** pay by any **Premium** due to **Us**.
- b) When **We** vary cover to add a **Horse** or an additional section of cover mid-term and charge a pro-rata **Premium**, in the event of a claim the full yearly **Premium** is payable and **We** will reduce the claim amount **We** pay by any such **Premium** due to **Us**.
- c) **We** will not pay **You** more than the sum insured or relevant limit applicable unless otherwise stated in the **Schedule of Insurance**; and
- d) **We** have the right to exercise **Our** legal rights to conduct, defend, or settle any legal or recovery action that **We** consider necessary and to do so in **Your** name. **You** must provide **Us** with all reasonable cooperation and any documentation that **We** reasonably require.

Total loss

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

A new **Policy** must be effected for a new **Horse** or insured property.

How the Goods and Service Tax affects Your claim

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

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

Claim payment examples

These claim payment examples show **You** how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios **You** are not registered for GST.

Claim Example 1

Section 1 – Mortality

The **Horse** is insured for \$5,000, on a **Fair Market Value** basis
Fair Market Value is \$4,500.

Your Horse is injured as a result of an **Accident** and dies as a result.

We will pay **You** the **Fair Market Value** of \$4,500.

(Cover is limited to the sum insured shown in the **Schedule of Insurance** or the **Fair Market Value** – whichever sum is lower)

Claim Example 2

Section 1 – Mortality

The **Horse** is insured for \$15,000, on an **Agreed Value** basis.
Fair Market Value is \$12,000

Your Horse is injured as a result of an **Accident** and dies as a result.

We will pay **You** the **Agreed Value** of \$15,000

(Cover is limited to the sum insured shown in the **Schedule of Insurance** or the **Fair Market Value** – whichever sum is lower)

Claim Example 3

Section 3 – Veterinary Fee Cover

Excess \$500

Your Horse is injured and requires **Veterinarian** treatment.

The cost of **Veterinarian** treatment is \$2,500.

An excess of \$500 applies.

We pay **You** \$2,500 less \$500 excess totalling \$2,000.

(\$2,500 - \$500 = \$2,000)

Claim Example 4

Section 3 – Veterinary Fee Cover & You have purchased the
Optional Colic Extension

Excess \$500

Later during the policy period after the claim example 3, **Your Horse**
has colic and requires surgery.

The cost of surgery & **Veterinarian** treatment is \$14,000.

As this is a new claim unrelated to the first an excess of \$500
applies.

We pay **You** \$14,000 less \$500 excess, less previously paid claim of
\$2,000 and then capped at total aggregate limit of \$15,000 totalling
\$13,000.

(\$15,000 limit minus \$2,000 previously paid)

Claim Example 5

Section 4 – Harness, Tack and Saddlery

Excess \$250.

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

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

An excess \$250 applies.

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

$(\$1,500 - \$250 = \$1,250)$

Section 7 - General Exclusions

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

1. An injury, illness or disease caused by a malicious act, deliberate injury, or gross negligence caused by **You** or a member of **Your** immediate family or anyone living with **You**.
2. **Your** failure to take all reasonable precautions to protect the **Horse** from aggravating or prolonging any injury, illness or disease.
3. **You** acting or behaving unlawfully, where this has caused or contributed to a loss or damage, and being held liable for fines or penalties, including punitive, aggravated or exemplary damages.
4. **You** breaking any Australian laws or regulations, including those relating to animal health and importation, where this has caused or contributed to a loss or damage.
5. The confiscation, nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter.
6. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
7. Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or radioactive or nuclear explosion. Terrorism is any act or preparation in respect of any action which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or of any section of the public.
8. The use, existence or escape of nuclear weapons material or ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
9. **We** will not provide any cover, pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America, Australia or other applicable jurisdiction.
10. Any **Cyber Incident**.
11. Avian Influenza or any mutant variation.
12. Coronavirus disease (COVID-19).