

# EQUINE INSURANCE

## PLEASURE & PERFORMANCE PRODUCT DISCLOSURE STATEMENT AND CERTIFICATE WORDING



### **A.I.S. Insurance Brokers Pty Ltd**

**Equine & Livestock Division**

**137 Moray Street South Melbourne Vic 3205  
(PO Box 7660 Melbourne 3004)**

**Telephone: (03) 8699 8888**

**Facsimile: (03) 8699 8899**

**E Mail [insure@aisinsurance.com.au](mailto:insure@aisinsurance.com.au)**

**Website [www.aisinsurance.com.au](http://www.aisinsurance.com.au)**

**INSERT SCHEDULE PAGE HERE**

# LLOYD'S CERTIFICATE OF INSURANCE

effected through

**A.I.S. Insurance Brokers Pty Ltd**  
(hereinafter called the Coverholder)

**THIS CERTIFICATE OF INSURANCE** confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

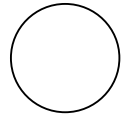
You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Certificate carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

**SCHEDULE - As attached hereto**

IN WITNESS WHEREOF this Certificate has been signed at:

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_  
Coverholder



## DUTY OF DISCLOSURE

### YOUR DUTY OF DISCLOSURE

#### INSURANCE CONTRACTS ACT 1984 S.13 AND REGULATION 3

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurers every matter that you know, or could reasonably be expected to know, is relevant to the Insurers decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurers before you renew, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be assumed by the Insurer
- that is of common knowledge
- that your Insurer knows or, in the ordinary course of their business, ought to know
- as to which compliance with your duty is waived by the Insurer.

Your duty of disclosure extends to not only answering the questions on the proposal form, but to all matters which are relevant to the risk, and you must notify the Insurer of changes in the risk between the time of you answering the question on the proposal form and the date the contract of insurance is entered into.

### NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract for a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

## Product Disclosure Statement (PDS)

### About this PDS

The financial product offered in this PDS is provided by A.I.S. Insurance Brokers Pty Ltd. The purpose of this PDS is to assist you to understand your insurance Certificate and enable you to make an informed choice about your insurance requirements. The PDS sets out the significant features of the insurance Certificate including its benefits, risks and information about how the insurance premium is calculated.

You also need to read the Certificate wording which is covered under 'THE CONTRACT' between you and the insurers. This provides a full description of the terms, conditions and limitations of the insurance contract.

This Product Disclosure Statement was prepared in May 2009.

### Who is the Insurer and how can they be contacted?

Certain Underwriters at Lloyd's are the issuer of this insurance Certificate. Lloyd's Australia Ltd is the representative office of Lloyd's of London and is located at:

Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000

They can be contacted by:

- By calling in person or writing to the office
- By telephoning (02) 9223 1433
- By facsimile (02) 9223 1466

### Who is A.I.S. Insurance Brokers Pty Ltd?

A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS" is the Authorised Representative of the Underwriter(s). This Insurance contract is written under a 'Binding Authority Agreement', which gives AIS authority to bind insurance contracts and / or settle claims on behalf of such Underwriter(s). As a consequence AIS is acting as Agent of such Underwriter(s) and not as Your Agent for this insurance Certificate. AIS are NOT the Underwriter for this contract and are NOT liable for any loss or claim. The Underwriter(s) are clearly shown on the Schedule.

If you have any concerns about the Certificate, you should contact AIS in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- In writing at PO Box 7660, Melbourne VIC 3004

### Significant benefits and features

The Certificate coverage in respect of:

- Death or slaughter on humane grounds of any insured horse, resulting from an injury or illness sustained or contracted and notified during the period of insurance
- 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 insured horse, to cover the cost of advertising for lost or strayed horses and the payment of a reward which leads to recovery.

The Certificate also provides coverage (if shown on the schedule) for the following benefits

- Under Section 3 - \$300 for loss of irrevocable entry fees following a claim under Section 1 of this Certificate.
- Under Section 4 - damages and claimant's costs and expenses for which you are liable at law in respect of:
  - accidental death, bodily injury, illness, or disease of any person;
  - loss of, or damage to, tangible property
- Under Section 5 – Where the insured horse becomes unable to perform its use as a result of an insured condition arising during the period of insurance or within 12 calendar months of the date of expiry shown on the certificate.
- Under Section 6 – Loss or damage, during the period of insurance to saddlery and tack
- Under Section 7 – Loss or damage, during the period of insurance to horse trailers
- Under Section 8 – 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 Accidental Bodily Injury which solely and independently of any other cause results in Death or Disablement

### Significant risks

The risks associated with your Insurance Certificate include:

- whether the Certificate 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 Certificate.
- *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 Certificate terms and conditions, for example your duty of disclosure, the insurer can refuse to pay part or all of a claim.

### **The amount you pay for this insurance**

The amount we charge you for this insurance Certificate is the total amount of the premium that we calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts add up to the total amount you must pay. Once the Certificate is issued, your premium, GST and any relevant government charges are shown in the Certificate schedule. If you change your Certificate in any way you may be entitled to a refund of premium or asked to pay an additional amount.

### **How to make a claim**

As soon as possible after an accident or event that causes the loss or damage, you must first:

- In the event of death
  - immediately notify A.I.S. Insurance Brokers Pty Ltd by telephone or facsimile;
  - have a post-mortem examination done, at your expense, by a licensed veterinarian approved by A.I.S. Insurance Brokers Pty Ltd and
  - provide A.I.S. Insurance Brokers Pty Ltd, within 60 days, a copy of the post-mortem examination and your signed and sworn proof of loss.
- In the Event of Theft, Straying or Malicious Damage make a report to the police:

Contact A.I.S. Insurance Brokers Pty Ltd and explain what happened. We will advise you of the claims process and assist you through the next steps.

### **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 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.

### **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.

There is no excess in respect to Mortality or Loss of Use claims, however in respect to Saddlery and Tack, Horse Trailers, Public Liability and Personal Accident the basic excess will vary from \$50 to \$250 depending on the items insured, the state where you are located and the value we insure your items for. In some circumstances you may be required to pay additional excesses.

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, trailer or equipment shown in the schedule 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 to the Certificate limit shown.

### **Important Information**

The insurance we offer you is set out in the Certificate. It is important that you:

- read all of the Certificate before you buy it to make sure that it gives you the protection you need,
- are aware of the limits on the cover provided and the amounts we will pay you, (including any excess that applies), and
- are aware of the Certificate definitions.

In some circumstances the terms and conditions of this Certificate may be amended by endorsement. If your Certificate is endorsed you will receive notification of the endorsement.

### **Code of Practice**

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry.

Lloyd's underwriters are a signatory to the Code and support its aims to improve standards, by:

- Creating "plain English" certificates which everyone can understand
- Providing ongoing training to our employees and Authorised Representatives so that they can provide better service to you
- Providing you with better claims handling and dispute resolution

### Changes to this Certificate

Information which is not materially adverse is subject to change from time to time. Changes in Certificate wordings will be communicated to you in several ways and these are:

- If a change would affect you adversely, A.I.S. Insurance Brokers Pty Ltd on behalf of Certain Underwriters at Lloyd's will issue you with a new PDS or a Supplementary Product Disclosure Statement.
- For minor changes which do not adversely affect you, information can be obtained by telephoning A.I.S. Insurance Brokers Pty Ltd on behalf of Certain Underwriters at Lloyd's or calling at our offices to find out what changes might have occurred.

If changes have occurred we will be pleased to provide you with a paper copy of them on request.

### Cooling off period

We will refund the entire premium you have paid for cover under this insurance contract if you cancel the contract within 21 days of its commencement. To do this, you must advise us in writing and return the schedule to the office of A.I.S. Insurance Brokers Pty Ltd. You will **not** receive a refund if you have made a claim under the insurance Certificate.

### Information Privacy Code

The General Insurance Information Privacy Code sets a standard for the protection of individuals' personal information.

Certain Underwriters at Lloyd's are a signatory to this Code and we support its aims to improve standards, by:

- a. Being fair in the way we collect information about you
- b. Securing the personal information of those who deal with us
- c. Being open with you about the information we hold and what we do with it
- d. Providing ongoing training to our employees, Authorised Representatives and third party providers.

Under the Privacy Principles, on which the Code is based, Certain Underwriters at Lloyd's may be required by law to disclose clients' information to third parties, such as law enforcement agencies.

### Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. The type of complaint could relate to the behaviour of or advice given by Certain Underwriters at Lloyd's or authorised representative, a decision on a claim, the privacy of your personal information or any other matter relating to your insurance that is of concern to you. These procedures are available free of charge to you.

First, contact the employee or authorised representative with whom you have had contact to see if he or she can resolve the problem. If that is not possible, then contact the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd. The Complaints Officer will review the information and give you a response as quickly as possible, but no later than three working days from the date when the complaint is received.

If you are not satisfied with the response given by the Complaints Officer, then please either telephone or write to:

Lloyd's Underwriting General Representative  
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000  
Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466

You will receive a reply from the Disputes Resolution Committee within seven working days or alternatively you will be asked for further information. If this is required you will receive a reply within seven working days of our receiving the additional facts.

If Certain Underwriters at Lloyd's are not able to resolve your problem then you will be given information about the Financial Ombudsman Service (FOS), where your complaint can be further considered.

The FOS can be contacted on 1300 780 808 or at [www.fos.org.au](http://www.fos.org.au)

This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

## CERTIFICATE DOCUMENT

### IMPORTANT NOTES

- 1) **The health of your horse**  
When cover commences your horse must be in sound health and free from any illness, disease, injury or physical disability.  
This means that existing abnormalities are not covered because this insurance is intended to provide protection against fortuitous events rather than the inevitable.
- 2) **Compliance with veterinary advice**  
If your horse is ill or has an accident, it is your duty immediately to seek the advice of your veterinary surgeon, and notify us by telephone or fax. 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 possible. Should any horse die, you must arrange for a veterinary surgeon to certify the cause of death by post-mortem examination unless otherwise agreed by us.
- 3) **Security of your equipment**  
If you have selected to insure your saddles, bridles, harness and other items of riding tack, loss by theft will only be covered if they are kept overnight in a private house or in a locked building.
- 4) **Limitations as to use**  
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.
- 5) **Insurer**  
AIS Insurance Brokers Pty Ltd is NOT the Insurer to this contract and is not liable for any loss or claim. The Insurance Companies are clearly shown on the schedule attached to this document.

### SECTION 1 - MORTALITY

#### COVER PROVIDED

We will pay up to the sum insured specified in the schedule in the event of the death or slaughter on humane grounds of any insured horse, resulting from an injury or illness sustained or contracted and notified during the period of insurance; provided death or slaughter on humane grounds occurs during the same period of insurance or within 30 days of the expiry date.

#### 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.

#### EXCLUSIONS

This section does not insure:

- 1) slaughter without our consent or the opinion of a qualified veterinary surgeon that immediate slaughter is necessary for humane reasons;
- 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 in an immediate attempt to save the life of an insured horse, or unless previously agreed by us;
- 4) the use of any insured horse for any purpose other than that specified in the schedule or in endorsements to the schedule;
- 5) the administration of drugs or medication unless required because of accident, illness or disease and administered by, or at the direction of a qualified veterinary surgeon;
- 6) malicious injury by you, your family or employees;
- 7) unfitness or incapacity to fulfil the functions or duties for which the horse is kept.

## SECTION 2 - THEFT OR STRAYING

### COVER PROVIDED

We will pay up to the sum insured specified in the schedule following the loss of any insured horse by 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, we will also pay an amount not exceeding \$300 for each insured 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 insured horse you must immediately notify a local police station 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.

## SECTION 3 - LOSS OF IRREVOCABLE ENTRY FEES

### COVER PROVIDED

We will pay a sum of not more than \$300 for loss of irrevocable entry fees following a claim under Section 1 of this Certificate.

## SECTION 4 - PUBLIC LIABILITY Only applicable if shown on the Certificate

### COVER PROVIDED

We will indemnify you against liability at law for damages and claimant's costs and expenses in respect of accidental:

- i) death, bodily injury, illness, or disease of any person;
- ii) loss of, or damage to, tangible property

which occurs anywhere in the Commonwealth of Australia or New Zealand during the period of insurance caused by, or arising in connection with, any horse described in the schedule.

Our liability for damages under this section shall not exceed the limit of liability on the Certificate schedule in respect of any one occurrence and in the aggregate for all occurrences during the period of insurance.

We will treat as though the Insured in this section, any person who with your permission is riding or has custody or control of any horse described in the schedule, provided that such person shall observe the terms of this Certificate so far as they can apply.

### Costs

We will also pay all costs and expenses incurred with our written consent and relating to any claim that may be the subject of indemnity under this section. If a payment in excess of the amount of indemnity 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 indemnity 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 or disease sustained by any person under a contract of service or apprenticeship with you, when such injury or disease 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;
- 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 an insured 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 immediately forwarded to the Company by you unanswered.
- 2) No admission, offer, promise, payment or indemnity shall be made or given without our written consent.
- 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.
- 4) In connection with any claim, or series of claims, we may at any time pay you the amount of the limit of indemnity (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.

### **SECTION 5 - LOSS OF USE - RESTRICTED** Only applicable if shown on the Certificate

#### **COVER PROVIDED**

We will pay you in the event of any insured horse sustaining an accidental injury or contracting an illness which results in the horse becoming totally and permanently incapable of fulfilling the functions and duties required for its principal use as stated in the schedule: -

- i) up to 75% of the sum insured specified in the schedule should you elect to keep the horse, or
- ii) up to 100% of the sum insured specified in the schedule should the horse be slaughtered 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 own, results in total and permanent incapacity during the same period of insurance or within 12 calendar months of the date of expiry.

Any disagreement between your veterinary surgeon and our own, over the said incapacity of the insured horse, shall be referred to an independent veterinary surgeon mutually agreed upon by both parties, who will act as arbitrator. The decision shall be binding on both parties, who shall share the cost of arbitration equally.

A final decision on settlement under this section will not be made prior to 90 days from the original date of injury or illness, unless specifically agreed otherwise by us.

On settlement of a claim under this section, we will be released from all further liability under this Certificate for the disabled horse, in respect of Mortality.

If, within 24 months of a payment being made under i) above, the incapacity ceases or the horse becomes capable of the use specified in the schedule, the amount paid must be immediately refunded to us.

#### **EXCLUSIONS**

This section does not insure: -

- 1) any loss directly or indirectly arising from or attributable to a condition becoming apparent within 45 days of inception of an original Certificate which, in the opinion of our veterinary surgeon may have been concealed by the presence of non steroid anti-inflammatory or analgesic medication, unless a blood test has been carried out at inception and the results have been shown to be negative for the medications as stated above;
- 2) disfigurement following an injury or illness which renders an insured horse unsuitable for showing because of its appearance, unless indicated specifically in the schedule;
- 3) abnormalities of the reproductive organs in the case of horses kept for breeding, other than those caused by accidental injury or illness occurring during the period of insurance;
- 4) in respect of horses insured for Loss of Use for driving, any loss due to an accident or illness which does not physically render the horse incapable of being driven;
- 5) any pre-existing conditions.

**SECTION 5 - LOSS OF USE - BREEDING**  
**Only applicable if shown on the Certificate**

The definition of loss is hereby extended to include permanent and total impotency or infertility or permanent incapability of natural service as a result of an accident caused solely and directly by violent external and visible means or illness or disease;

PROVIDED THAT

- a) in the case of illness or disease a period of three calendar months has elapsed from the date of notification of the condition of Your Horse(s) to Us
- b) You produce evidence satisfactory to Us of the condition of Your Horse(s)
- c) 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 –
  - 1) from the disposal of Your Horse(s); and
  - 2) under any guarantee of fertility furnished by a vendor at the time of Your purchase of the Horse(s)

**SECTION 5 - LOSS OF USE - COSMETIC**  
**Only applicable if shown on the Certificate**

**COVER PROVIDED**

Disfigurement following an injury, illness and/or cosmetic condition which renders an insured horse unsuitable for the use of horse as shown in the schedule because of its appearance.

**SECTION 6 - SADDLERY AND TACK**  
**Only applicable if shown on the Certificate**

**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 to saddlery and tack belonging to you and other members of your family permanently residing with you provided that:

- i) our liability will not exceed the market value or the sum insured specified in the schedule whichever is the lesser amount;
- ii) no article will be deemed of greater value than \$500 unless specified on the certificate;
- iii) any claim is supported by proof of purchase and/or a valuation, if requested;
- iv) all items are kept overnight in a locked private house or in a locked building;
- v) in the event of theft, or attempted theft of any item, a local police station is immediately notified;
- vi) indemnity may at the option of the Company be payment, reinstatement, repair or replacement.

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) harness used with any horse-drawn vehicle that is insured under a Certificate issued by another Underwriters;
- 3) loss or damage arising from moth, mildew, wear and tear, 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;
- 6) unexplained disappearance;
- 7) the first \$50 of each claim;
- 8) malicious damage caused by you, your family or employees.

**SECTION 7 - HORSE TRAILERS**  
**Only applicable if shown on the Certificate**

**COVER PROVIDED**

We will pay you the market value, sum insured or the cost of repairs whichever is the lesser amount, for loss or damage to any horse trailer or horse drawn vehicle specified in the schedule and used by you for private purposes as a result of fire, theft or accidental damage.

In the event of theft or attempted theft of any item, you must immediately notify a local police station.

Indemnity may at the option of the Company be payment, reinstatement, repair or replacement.

**EXCLUSIONS**

This section does not insure:

- 1) damage to the vehicle whilst it is being used in cross country driving trials or competitions (other than showing) or whilst training for such events;
- 2) theft of the vehicle and/or trailer from unlocked premises overnight unless the vehicle/trailer is wheelclamped;
- 3) loss or damage arising from moth, mildew, wear and tear, depreciation, inherent defect or the actual process of cleaning, dyeing, repairing, restoring; or altering of any vehicle, or mechanical or electrical breakdown or failure, or damage to tyres by road puncture, cuts or bursts, or cleaning, repairing or restoring of any article;
- 4) a) the first \$200 of each claim for loss or damage as a result of theft;  
b) the first \$200 of each claim as a result of fire or accidental damage;
- 5) any consequential loss;
- 6) unexplained disappearance.

**SECTION 8 - PERSONAL ACCIDENT AND DENTAL COVER**  
**Only applicable if shown on the Certificate**

**COVER PROVIDED**

We will pay the benefits below if at any time during the period of insurance 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 Accidental Bodily Injury which solely and independently of any other cause results in Death or Disablement within twelve calendar months from the date of the accident causing such injury.

**Table of Cover**

i) Accidental Death (If under 18 years the benefit is restricted to \$2,500)	\$5,000
ii) Total and irrecoverable loss of sight in one or both eyes and/or one or more limbs	\$5,000
iii) Permanent Total Disablement	\$5,000
iv) Dental Treatment	up to \$750

**DEFINITIONS**

**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 being certified as entire and irrevocable by a qualified medical practitioner.

**Permanent** means lasting for twelve consecutive months and at the end of that time being without the hope of improvement.

**Total Disability** means disablement which prevents the insured person from engaging in their usual occupation.

**Dental Treatment** means expenses incurred by the insured person as a result of the insured person sustaining an injury.

**CONDITIONS**

- 1) No claim will be payable under more than one item in the Table of Cover, items i-iii), in respect of the consequence of one accident. Benefit iv) will be payable in addition to and irrespective of any amount claimed under items i-iii). In the event that an accident covered hereunder should result in the death of the insured person within the twelve 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.
- 2) Written notice must be given to us of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result the insured person must place themselves as early as possible under the care of a qualified medical practitioner.
- 3) In the event of a claim under this Certificate the insured person will permit the Insurers own appointed medical advisers to examine them as often as may be deemed necessary.
- 4) Under item i) Accidental Death the benefit will be reduced to \$2,500 if the person claiming was less than 18 years of age at the time of injury.

## EXCLUSIONS

We will not be liable for death or disablement:

- 1) if the injured person has reached his/her 70th birthday at the commencement of the insurance period;
- 2) directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) or suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured's own criminal act;
- 3) sustained whilst the insured person is engaged in racing of any kind;
- 4) if the consequence of an accident is aggravated by any physical disability or condition of the insured person which existed 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 CONDITIONS Applicable to all sections of the Certificate

- 1) This Certificate and the schedule shall read as one contract.
  - 2) An insured horse must not be used for any purpose other than those included in the schedule without our written consent.
  - 3) Unless otherwise endorsed, we will not be liable for any claim on a horse that is removed from the Commonwealth of Australia or New Zealand.
  - 4) Unless otherwise endorsed, we are not liable for any claim on a horse that was not sound or healthy on the effective date of this Certificate.
  - 5) If this Certificate is issued on an annual basis our liability will be extended to cover death which occurs within 30 days after the Certificate terminates and as a result of a covered accident, illness or disease that occurred during the term of the Certificate and you reported the occurrence to us before the Certificate expired.
  - 6) It is your duty to dispose of the remains of the horse at your expense and with our approval.
  - 7) If we consent to the sale or slaughter of a horse for food or any other purpose, our liability will be reduced by any amount that you receive.
  - 8) During the Certificate period, you must see to it that the horse receives proper care according to its age, sex, breed and use:
    - i) In case of death of a horse, you must:
      - a) immediately notify AIS Insurance Brokers Pty Ltd by telephone or facsimile;
      - b) have a post-mortem examination done, at your expense, by a licensed veterinarian approved by AIS Insurance Brokers Pty Ltd; and
      - c) give us, within 60 days, a copy of the post-mortem examination and your signed and sworn proof of loss.
    - ii) In case of theft of a horse, you must:
      - a) immediately notify AIS Insurance Brokers Pty Ltd by telephone or facsimile; and
      - b) immediately notify the local police.
    - iii) In case of any investigation you must co-operate by:
      - a) giving us any relevant records or documents we might need;
      - b) submitting to an examination under oath; and
      - c) if it is within your power, have any persons with knowledge of the death or theft submit to an examination under oath.
- We reserve the right to deny a claim if you do not comply with any of these duties.
- 9) 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.
  - 10) We will be released from any liability for a horse that is insured with another Insurer while insured by this Certificate, unless we give our consent and such consent is endorsed on this Certificate.
  - 11) You may not bring legal action against us unless:
    - i) you have complied with all the terms and conditions of this Certificate; and
    - ii) the legal action is commenced within 12 months of the date of the incident giving rise to the action.
  - 12) The proceeds or any other interest in this Certificate may not be assigned to any other party. If you breach this condition, the Certificate will automatically become null and void.

- 13) If we pay a claim under this Certificate, you agree to:
- i) assign us your rights and remedies against any other party;
  - ii) execute all documents required to effect such assignment of your rights; and
  - iii) give us the right to sue in your name at our expense.
- 14) No agent can change this Certificate or alter its terms. Its terms may not be changed or waived unless we issue an endorsement.
- 15) This Certificate is void before or after a loss, if either of the following occurs:
- i) You have wilfully concealed or misrepresented a material fact or circumstance with respect to this insurance or your interest in the horse
  - ii) There has been non-disclosure, fraud or a false statement made with respect to the insurance by you, your employees or your agents.
- If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claim(s) hereunder shall be forfeited.
- 16) If you and we do not agree on the settlement of any claim under this Certificate, either you or we have the right to demand that the issue be determined by arbitrators.
- In the event, you will select and pay for one arbitrator; we will select and pay for another arbitrator. These arbitrators will then select a third. You and we will share equally the expenses of the third arbitrator and all other arbitration expenses. Attorney fees and witness fees are not arbitration expenses. The party incurring them must pay them. Arbitration will take place in Melbourne, unless otherwise agreed. Local rules of law as to procedure and evidence will apply. The written decision of any two arbitrators will be binding on both parties, subject to the terms of this insurance. Judgement on the award made by the arbitration may be entered in any court having jurisdiction.
- 17) This contract may be cancelled by:
- a. You, at any time by surrender of your contract to us,  
or
  - b. Us, if you do any of the following:
    - i. Make a misleading statement to us when you apply for your insurance.
    - ii. Fail to tell us anything you should tell us when you apply for this contract, renew this contract or change this contract.
    - iii. Fail to comply with the conditions of this contract.
    - iv. Fail to pay the premium for this insurance.
    - v. Are not fair and open in your dealings with us.
    - vi. Make a claim during the period of this contract that is not true. The claim does not have to be under this contract and can be with us or another insurance company.

If the contract is cancelled the refunded premium will be computed by the:

- a. Short Scale Rate table if **you** cancel
 

1 Month: 20% of annual rate	6 Months: 70% of annual Rate
2 Month: 30% of annual rate	7 Months: 75% of annual Rate
3 Month: 40% of annual rate	8 Months: 80% of annual Rate
4 Month: 50% of annual rate	9 Months: 85% of annual Rate
5 Month: 60% of annual rate	Over 9 Months: 100% of annual Rate

The premium retained by us will not be less than the minimum premium specified on the Declarations Page

- b. Pro rata method if **we** cancel

If payment is made on a horse by us, we will be entitled to collect and retain 100% of the annual premium applicable to the horse.

**GENERAL EXCLUSIONS**  
**Applicable to all sections of the Certificate**

This Certificate does not insure:

- a) loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any consequential loss;
- b) any legal liability directly or indirectly caused by or contributed to, by, or arising from;
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
  - iii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, acts of terrorism, insurrection or military or usurped power;
  - iv) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

**ELECTRONIC DATE RECOGNITION EXCLUSION (E.D.R.E.)**  
**Applicable to all sections of the Certificate**

This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

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.

**AVIAN INFLUENZA EXCLUSION**  
**Applicable to all sections of the Certificate**

It is understood and agreed that this Insurance does not cover 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.

**WAR AND CIVIL WAR EXCLUSION**  
**Applicable to all sections of the Certificate**

Notwithstanding anything to the contrary contained herein this certificate does not cover 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.

**TERRORISM EXCLUSION ENDORSEMENT**  
**Applicable to all sections of the Certificate**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 endorsement an act of terrorism means an act, including but not limited to 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 endorsement 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.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

**CERTIFICATE PROVISIONS**  
**Applicable to all sections of the Certificate**

**1. SIGNATURE REQUIRED**

This Certificate shall not be valid unless signed by A.I.S. Insurance Brokers Pty Ltd on behalf of Underwriters nominated in the schedule.

**2. CORRESPONDENT NOT INSURED**

A.I.S. Insurance Brokers Pty Ltd is not an Underwriter hereunder and shall not be liable for any loss or claim whatsoever.

**3. COMPLAINTS PROCEDURE**

If you are unhappy with the service you have received, please contact us (ie. A.I.S. Insurance Brokers Pty Ltd in the first instance) with your complaint. If you still remain dissatisfied, you may ask the Complaints Department at Lloyd's to review your case.

The contact details are:      Lloyd's Underwriting General Representative  
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney NSW, 2000  
Telephone Number:      (02) 9223 1433  
Facsimile Number:      (02) 9223 1466

**4. SERVICES OF SUIT**

Underwriters agree that:

- In the event of a dispute arising under the insurance, Underwriters at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia or New Zealand. Such dispute shall be determined in accordance with the law and practice applicable in such court.
- Any summons notice or process to be served upon Underwriters may be served upon :-  
Anderson Rice, Level 10, 555 Lonsdale Street, Melbourne, Victoria 3000, Australia  
who have the authority to accept services and enter an appearance on the Underwriter's behalf.
- If a suit is instituted against Underwriters, Underwriters hereon will abide by the final decision of such court or any competent appellate court

## **PRIVACY POLICY**

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

A.I.S. Insurance Brokers Pty Ltd has always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have now been set by the Privacy Act and the National Privacy Principles (NPP), which came into effect on 21<sup>st</sup> December 2001. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

#### **How & why do we require your Personal Information**

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member.

The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims and source & facilitate finance.

#### **Disclosure of your Personal Information to third parties**

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

#### **What we expect of you**

A.I.S. aim to ensure that your personal information is up to date and accurate. Please contact us if you need to:

- Seek access to, or revise your personal information
- Feel that the information we currently have on record is incorrect or incomplete.

#### **Transfer of information overseas**

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or re-insurers are based overseas and we may need to provide your personal information to them to arrange your cover.

#### **Opting out**

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

#### **How to contact us**

If you wish to gain access to your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Policy, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.