

# **HORSE INSURANCE**

## **PLEASURE & PERFORMANCE PRODUCT DISCLOSURE STATEMENT**



**A.I.S. Insurance Brokers Pty Ltd**  
**Horse & Livestock Division**  
137 Moray Street, South Melbourne VIC 3205

**Telephone:** (03) 8699 8888  
**Facsimile:** (03) 8699 8899  
**Email:** [horse@aisinsurance.com.au](mailto:horse@aisinsurance.com.au)  
**Website:** [www.aisinsurance.com.au](http://www.aisinsurance.com.au)

## DUTY OF DISCLOSURE

### YOUR DUTY OF DISCLOSURE

Before **You** enter into the **Policy** with **Us**, the Insurance Contracts Act 1984 requires **You** to disclose to **Us** every matter that **You** know or could reasonably be expected to know is relevant to **Our** decision whether and on what terms **Your** application for insurance is acceptable and to calculate how much **Premium** is required for **Your** insurance.

**You** have the same duty to disclose those matters to **Us** before **You** renew, extend, vary or reinstate the **Policy**.

The duty applies until the **Policy** is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time **You** provide answers or make disclosure and the Relevant Time, **You** need to tell **Us**.

#### What **You** do not need to tell **Us**

**You** do not need to tell **Us** about any matter:

- that diminishes **Our** risk;
- that is of common knowledge;
- that **We** know or should know as an insurer; or
- that **We** tell **You** **We** do not need to know.

#### Who does the duty apply to?

The Duty of Disclosure applies to **You** and everyone that is an **Insured** under the **Policy**. If **You** provide information for another **Insured**, it is as if they provided it to **Us**.

#### What happens if the Duty of Disclosure is not complied with?

If the duty of disclosure is not complied with **We** may cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

## Product Disclosure Statement (PDS)

### The purpose of the PDS

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

The PDS also sets out the significant features, benefits and risks of the **Certificate**. **You** still need to read the **Certificate** wording for a full description of the terms, conditions and limitations. This Product Disclosure Statement was prepared on 1 December 2019.

### Who is the Insurer(s)?

Certain Underwriters at Lloyd's hereinafter called "**We, Our, Us** or Underwriters" are the Insurer(s) of the **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 A.I.S. Insurance Brokers.

### 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 Insurer(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 Insurer(s). As a consequence AIS is acting as Agent of such Insurer(s) and not as **Your** Agent. AIS is NOT the Insurer for this contract and is NOT liable for any loss or claim.

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
- Emailing [horse@aisinsurance.com.au](mailto:horse@aisinsurance.com.au)
- In writing at 137 Moray Street, South Melbourne VIC 3205

### How You contact Us

About a claim - please phone **Our** claims department on 03 8699 8888 or [claims@aisinsurance.com.au](mailto:claims@aisinsurance.com.au)

About **Your Certificate** - please contact the person with whom **You** arranged the **Certificate**.

### Significant benefits and features

By way of summary, the principal covers available are:

#### Section 1 – Mortality

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

#### Section 2 - Theft & Straying

- Theft or straying during the **Period of Insurance**, where the **Horse** is not recovered within 90 days.
- During the **Period of Insurance** after prior written agreement, \$300 for each **Horse**, to cover the cost of advertising for lost or strayed **Horses** and the payment of a reward which leads to recovery.

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

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

#### Section 4 – Public Liability

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

#### Section 5 – Loss of Use

- Restricted: Where the **Horse** becomes unable to perform its **Use** as a result of an insured condition arising and manifesting during the **Period of Insurance** or within 12 calendar months of the date of expiry shown on the **Certificate**.
- Breeding: Where the **Horse** is deemed permanently and totally impotent or **Infertile** or permanently incapable of natural service as a result of an **Accident** caused solely and directly by violent external and visible means or **Illness** or disease.
- Cosmetic: Where the **Horse** is disfigured following an **Injury**, **Illness** and/or cosmetic condition which renders the **Horse** unsuitable for the **Use** of **Horse**.

## Section 6 – Life Saving Surgery and Snake Bite Veterinary Fees

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

## Section 7 – Saddlery and Tack

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

## Section 8 –Personal Accident and Dental Cover

- Coverage for **You** or any person using the **Horse** with **Your** permission (whilst riding, driving or in control of any **Horse** described in the **Certificate**) 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 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, **We** 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 any relevant government charges (such as stamp duty). This is the total amount payable shown on **Your Certificate** and is the amount **You** must pay. If **You** change **Your** cover in any way, **You** may be required to pay an additional amount or may be entitled to a refund of **Premium**.

## How various factors affect Your Premium

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

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

## How to apply for insurance

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

## Your duty of disclosure

**You** have a legal duty of disclosure to **Us** whenever **You** apply for, change or renew an insurance cover. Details about disclosure information are shown in the **Certificate** wording under “Duty of Disclosure”.

## How to make a claim

As soon as practically possible after an **Accident** or event that causes the loss or damage, **You** must first:

- In the event of death
  - notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or by email as soon as practically possible;
  - have a **Post-Mortem** examination completed and an autopsy report prepared, 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 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.

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

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

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

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

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

### **Taxation information**

This insurance **Certificate** is subject to GST.

If **You** are registered for GST purposes, **You** may be able to claim an Input Tax Credit in respect of the GST **We** collect from **You**. There may be other taxation implications affecting **You** depending on **Your** circumstances. If **You** are unsure about the taxation implications of **Your Certificate** **You** should seek advice from **Your** accountant or tax professional.

### **Cooling off**

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

### **Code of Practice**

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

## 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.

#### 2) Compliance with veterinary advice

If **Your Horse** is ill or has an **Accident**, it is **Your** duty as soon as practically possible to seek the advice of **Your Veterinary Surgeon**, and notify **Us** by telephone, email 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 practically 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 upon by both parties.

#### 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 **Certificate** without **Our** prior written consent.

#### 5) About the Insurer

AIS Insurance Brokers Pty Ltd is NOT the **Insurer** to this contract and is not liable for any loss or claim.

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

Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003.

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)  
Registered Office 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England - Company Number 1815126

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768

## SECTION 1 - MORTALITY

### COVER PROVIDED

**We** will pay up to the **Sum Insured** specified in the **Certificate** in the event of the death or **Humane Destruction** of any **Insured Horse**, resulting from an **Injury, Illness, Accident** or disease sustained or contracted and notified during the **Period of Insurance**; provided death or **Humane Destruction** occurs during the same **Period of Insurance** or within 30 days of the expiry date.

In addition to the **Sum Insured We** will pay up to \$200 for **Post-Mortem** examination and report following a claim.

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

### SETTLEMENT OF CLAIMS

**We** will pay a sum not exceeding the **Market Value** of **Your Horse** shown in the **Certificate** at the time of loss or the **Sum Insured** shown in the **Certificate** whichever is the lower.

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

### EXCLUSIONS

This section does not insure:

- 1) destruction without **Our** consent or the opinion of a qualified **Veterinary Surgeon** that **Humane Destruction** is required as soon as practicably possible;
- 2) destruction under the order of any government, local authority or any other body having jurisdiction;
- 3) any surgical operation, unless carried out by a qualified **Veterinary Surgeon** as soon as practically possible in an attempt to save the life of an **Insured Horse**, or unless previously agreed by **Us**;
- 4) the use of any **Horse** for any purpose other than the **Use** specified in the **Certificate** or in **Endorsements** to the **Certificate**;
- 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) intentional or wilful **Injury** by **You, Your** family or employees;
- 7) unfitness or incapacity to fulfil the functions or duties for which the **Horse** is kept;
- 8) wilful neglect or unskilled treatment.

### CONDITIONS

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 the **Insured** which have been completely and accurately 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 the **Insured** is aware or a reasonable person in the circumstances could be expected to be aware of.

This condition shall also apply in respect of:

- a) any additional **Sums Insured** on the **Horse** already insured; and/or
- b) any **Horse** added to this **Policy**; and/or
- c) any other extension of or addition to coverage.
- d) 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.

**Our** acceptance of a Veterinary Certificate, submitted in connection with the **Insured's** application for insurance or any extension of or addition to coverage on the **Horse** shall neither remove nor reduce the requirement of full compliance with this condition in respect of the **Horse**. However, if **We** have accepted a Veterinary Certificate, where such declaration has been accepted by **Us** as a satisfactory substitute for a Veterinary 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**.

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

If, during the **Period of Insurance**, the **Insured** elects to have the **Horse** castrated or spayed, the **Insured** shall notify **Us** of his election to do so not less than seven (7) days prior to the **Horse** being operated upon for castration or spaying. **We** may on receipt of this notification cancel this **Policy**.

In the event that at any time during the **Period of Insurance** the **Horse** is entered but not sold in a public auction and **Our** limit of liability specified in the **Certificate** exceeds the highest amount bid in such public auction for the **Insured's** interest in the **Horse** as specified in the **Certificate**, the **Insured** shall within five (5) days thereafter inform **Us** in writing and shall substantiate to **Our** satisfaction any limit of liability which exceeds the highest amount bid in such public auction, so that **We** may determine whether **We** will cancel this **Policy**.

It is a condition of this **Policy** that the **Insured** shall inform **Us** in writing not less than five (5) days before any **Horse** is to be taken outside the **Territorial Limits** stated in the **Certificate** or added by **Endorsement** thereto.

It is a condition of this **Policy** that:

- a) in the event of any **Illness**, disease, lameness, **Injury**, **Accident** or physical disability whatsoever of or to the **Horse**, the **Insured** shall, at his own expense, employ a **Veterinarian** and, if required by **Us**, allow removal of the **Horse** for treatment; and
- b) in the event of the death or **Humane Destruction** of the **Horse**, the **Insured** shall at his own expense arrange for a **Post-Mortem** to be done by a **Veterinarian** and submit a copy of the report to **Us** as soon as possible after the death or **Humane Destruction** of the **Horse**; and
- c) in the event of either a) or b) above, the **Insured** shall give notice to A.I.S. Insurance Brokers, who will instruct a **Veterinarian** on **Our** behalf, if deemed necessary;
- d) **We** have the right to have a **Post-Mortem** carried out by **Our Veterinarian** at **Our** own expense.

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

It is a condition of this **Policy** that the **Insured** shall file with **Us** a completed claim form and release within sixty (60) days after the death, or **Humane Destruction** of the **Horse**.

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

- a) providing **Us** and **Our** representatives with access to any person(s), information, records and documents **We** may require; and
- b) the **Insured**, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the **Horse** submitting to examinations under oath, if required by **Us**.

If at the time of death or **Humane Destruction** of the **Horse** the **Insured** has any other insurance in force in respect of the **Horse**, which such other insurance is declared to **Us** and specified in the **Certificate**, **We** shall only be liable under this **Policy** for the amount by which the **Market Value** exceeds the amount of cover available under the other insurance, if at all, arising from the death or **Humane Destruction** of the **Horse**.

If **We** make any payment under this **Policy**, then **We** shall be subrogated, to the extent of such payment, to all rights and remedies of the **Insured** against any party and shall be entitled at their own expense to sue in the name of the **Insured**.

The **Insured** shall execute all documents and give to **Us** all such assistance as **We** may require to secure such rights and remedies. The **Insured** shall do nothing to jeopardise or extinguish the rights against a third party or parties to which **We** are subrogated, and shall take all necessary steps to preserve such rights.



## SECTION 2 - THEFT OR STRAYING

### COVER PROVIDED

**We** will pay up to the **Sum Insured** specified in the **Certificate** following the loss of any **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 up to \$300 for each **Horse**, to cover the cost of advertising for lost or strayed **Horses** and the payment of a reward which leads to recovery.

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

### SETTLEMENT OF CLAIMS

**We** will pay a sum not exceeding the **Market Value** of **Your Horse** shown in the **Certificate** at the time of loss or the **Sum Insured** shown in the **Certificate** 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.

### ADDITIONAL EXCLUSIONS

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

### ADDITIONAL CONDITIONS

- 1) It is a condition of this **Policy** that prior to the commencement date of this **Policy** there has been no theft or attempted theft of the **Insured's** equine property, or threat against the **Insured** or the **Insured's** equine property whether insured under this **Policy**, insured elsewhere or uninsured.
- 2) No liability arises under this **Policy** for loss of the **Horse** by theft until ninety (90) days after the incident is reported to **Us** and then only in the event that the **Horse** has not been recovered during that period.
- 3) It is a condition of this **Policy** that the **Insured** will report the theft of the **Horse** to **Us** and to the local Police as soon as practicably possible and follow strictly their recommendations.
- 4) Should the **Insured** pay or promise to pay a ransom or give similar assurances of any such nature to any third party **We** shall be released from all liability under this **Policy**.
- 5) In the event of a loss under this **Policy**, **We** will cover the **Insured** in respect of the **Market Value** of the **Horse** at the time of the theft, up to but not exceeding the limit of **Our** liability specified in the **Certificate**.
- 6) In the event of any payment under this **Policy**, **We** reserve the right to take title and possession of the **Horse** if the **Horse** subsequently is recovered.

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

## SECTION 3 - LOSS OF IRREVOCABLE ENTRY FEES

### COVER PROVIDED

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

## SECTION 4 - PUBLIC LIABILITY

Only applicable if shown on the Certificate

### COVER PROVIDED

**We** will cover **You** for 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 **Certificate**.

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

**We** will treat any person who with **Your** permission is riding or has custody or control of any **Horse** described in the **Certificate** as the **Insured** in this section, provided that such person shall observe the terms of the **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 reimbursement under this section. If a payment in excess of the **Sum Insured** available under this section is made to dispose of a claim, then **Our** liability for costs and expenses will be limited to the proportion that the reimbursement bears to the claim payment.

### EXCLUSIONS

This section does not insure:

- 1) compensation for any rider of the **Horse**;
- 2) compensation for **You** or any member of **Your** family ordinarily residing with **You** or with whom **You** ordinarily reside;
- 3) death, bodily **Injury**, **Illness** 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 with **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 a **Horse** whilst being ridden, driven or led;
- 7) liability arising directly or indirectly by the hiring out of any **Horse** by **You** or its **Use** by any riding establishment;
- 8) liability attaching to **You** solely by reason of an express term of any contract unless the liability would have attached to **You** even in the absence of such an agreement;
- 9) liability arising directly or indirectly from **Your** trade, business or profession;
- 10) the serving or attempting to serve a mare by a stallion;
- 11) the first \$250 of each property damage claim.

### SPECIAL CONDITIONS

- 1) Every letter, claim, writ, summons, legal process or other document received by **You** shall be forwarded to **Us** by **You** unanswered as soon as practically possible.
- 2) No admission, offer, promise, payment or reimbursement 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 reimbursement 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 **Sum Insured** (after deduction of any sum(s) already paid as compensation), or any lesser amount for which such claim(s) can be settled; and upon such payment being made **We** shall relinquish the conduct and control of, and be under no further liability in connection with, such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

## SECTION 5 - LOSS OF USE - RESTRICTED

Only applicable if shown on the Certificate

### COVER PROVIDED

We will pay **You** in the event of any **Horse** sustaining an accidental **Injury** or contracting an **Illness** or disease 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 **Certificate**: -

- i) up to 75% of the **Sum Insured** specified in the **Certificate** should **You** elect to keep the **Horse**, or
- ii) up to 100% of the **Sum Insured** specified in the **Certificate** should the **Horse** be euthanised for economic reasons

provided that the **Injury** or **Illness** occurs and is notified during the **Period of Insurance** and in the opinion of both **Your Veterinary Surgeon** and **Our Veterinary Surgeon**, results in total and permanent incapacity during the same **Period of Insurance** or within 12 calendar months of the date of expiry.

Confirmation of **Humane Destruction** by a **Veterinary Surgeon** is required to be attached to the Claim Form and Release before **We** will agree to make any payment under this **Policy**.

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 **Certificate**, the amount paid must be refunded to **Us** as soon as practically possible. A report from a **Veterinarian** can be requested at the expense of the **Insured** to confirm the condition of the **Horse** up to this 24 month period following a Loss of Use-Restricted claim.

### CONDITIONS

**You** must arrange, at **Your** own expense, for a **Veterinarian** to examine and treat **Your Horse** if it shows clinical signs of any **Injury** or **Illness** or disease.

If in **Your Veterinarian's** opinion **Your Horse** potentially may become totally and permanently incapable of fulfilling the functions and duties required for its principal **Use** then **You** must advise **Us** and arrange to send a report from **Your Veterinarian** that provides details of **Your Horse's** condition and the reasons for their opinion as soon as practicably possible.

### 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 **Certificate**;
- 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** whose **Use** is 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

### COVER PROVIDED

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

- i) in the event the **Insured** elects to keep the **Horse** for personal pleasure purposes only, then in place of the amount otherwise payable hereunder, **We** will pay 75% of whichever is the lower of the **Market Value** and the **Sum Insured** specified in the **Certificate** in respect of such **Horse**, **Our** liability will cease in respect of such **Horse** immediately when such payment is made; or

- ii) such incapacity justifies the **Humane Destruction** of the **Horse** for economic reasons, this **Policy** shall cover the **Insured** up to, but not exceeding 100% of whichever is the lower of the **Market Value** or the **Sum Insured** specified in the **Certificate** in respect of such **Horse**.

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

#### **CONDITIONS**

In the event of a claim **You** must produce evidence satisfactory to **Us** of the condition of **Your Horse(s)**.

In the event of any uncertainty or dispute as to whether an **Accident** sustained or sickness or disease contracted by the **Horse** has caused total and permanent incapacity as provided for, it is agreed that the question shall be referred to two **Veterinary Surgeons**, one to be appointed by **Us** and one by the **Insured**. The decision of these **Veterinarians** in the matter shall be final and binding. The fees will be the responsibility of each party for their respective **Veterinarian**.

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

#### **SECTION 5 - LOSS OF USE - COSMETIC**

**Only applicable if shown on the Certificate**

##### **COVER PROVIDED**

In the event of disfigurement of the **Horse** following an **Injury, Illness** and/or cosmetic condition occurring during the **Period of Insurance** which renders the **Horse** unsuitable for the **Use** as shown in the **Certificate** because of its appearance:

- i) but the **Insured** elects to keep the **Horse** for personal pleasure purposes only, then in place of the amount otherwise payable hereunder, **We** will pay 75% of whichever is the lower of the **Market Value** and the **Sum Insured** specified in the **Certificate** in respect of such **Horse**, **Our** liability in respect of such **Horse** ceasing immediately such payment is made; or
- ii) and such incapacity justifies the **Humane Destruction** of the **Horse** for economic reasons, this **Policy** shall cover the **Insured** up to, but not exceeding 100% of whichever is the lower of the **Market Value** or the **Sum Insured** specified in the **Certificate** in respect of such **Horse**.

#### **CONDITIONS**

In the event of any uncertainty or dispute as to whether the **Injury, Illness** and/or cosmetic condition has caused total and permanent incapacity as provided for, it is agreed that the question shall be referred to two **Veterinary Surgeons**, one to be appointed by **Us** and one by the **Insured**. The decision of these **Veterinarians** in the matter shall be final and binding. The fees will be the responsibility of each party for their respective **Veterinarian**.

#### **SECTION 6 – LIFE SAVING SURGERY AND SNAKE BITE VETERINARY FEES**

**Only applicable if shown on the Certificate**

##### **COVER PROVIDED**

**We** agree to cover reasonable veterinary fees for emergency general anaesthetic surgical procedures performed by a **Veterinarian** to save the life of a **Horse** subject to a maximum of \$5,000 during the **Period of Insurance** (or as specified in the **Certificate**). A \$2,000 sub limit applies for veterinary treatment to save the **Horse's** life as a result of a snake bite as diagnosed by a **Veterinarian**.

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

**After-Care** is limited to:-

- i) 50% of the cost of surgery and
- ii) no more than fifteen days from the time of surgery.

## CONDITION

It is a condition of **Our** liability hereunder that the reasonable veterinary fees for emergency general anaesthetic surgical procedures performed to save the life of a **Horse** referred to above are the direct result of an **Accident**, or an **Illness** or disease first occurring and first manifesting itself during the **Period of Insurance** and advised to **Us** as soon as practicably possible and in any event before the expiration of this **Policy**. In the event of breach of this condition, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The **Insured** must provide **Us** with:

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

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

## EXCLUSIONS

No coverage is afforded for:

- a) any surgery not performed by a licensed **Veterinarian** in a school of veterinary medicine or surgical clinic.
- b) Conditions existing, diagnosed or treated prior to the commencement of coverage under this **Policy**.
- c) Any examination, medical treatment or **Medication** unless it is given in conjunction with the insured surgical procedure being claimed by a **Veterinary Surgeon**.
- d) Operations not performed under general anaesthesia.
- e) Any elective or voluntary surgical procedure.
- f) Euthanasia of the **Horse**.
- g) **Post-mortem** surgical operations.
- h) Transport of the **Horse**.
- i) Any costs associated for hospitalisation following surgery which relates to livery/boarding.

## SECTION 7 - SADDLERY AND TACK

Only applicable if shown on the **Certificate**

### COVER PROVIDED

**We** will pay an amount not exceeding the amount specified in the **Certificate** 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 **Certificate** whichever is the lesser amount;
- ii) no article will be 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, the local police station must be notified as soon as practically possible;
- vi) **We** will decide the basis of settlement under this section, **We** can choose to offer 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) harnesses used with any horse-drawn vehicle that is insured under any other insurance issued by another insurer;
- 3) loss or damage arising from moth, mildew, wear and tear (for example a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of

maintenance or damage which happens gradually over a period of time), depreciation, inherent defect or actual process of cleaning, dyeing, repairing, restoring or altering of any article;

- 4) loss or damage by theft unless force and violence is Used to gain entry or exit from a building;
- 5) any consequential loss, being any additional claim, physical loss, physical damage, cost, expense or other financial liability occurring as a result of but after any **Insured** event;
- 6) unexplained disappearance;
- 7) the first \$50 of each claim;
- 8) malicious damage caused by **You**, **Your** family or employees.

## SECTION 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 **Certificate**) shall sustain an **Injury** as a result on an **Accident** which solely and independently of any other cause results in death or disablement as stated in the Table of Cover within twelve calendar months from the date of the **Accident**.

#### 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/ <b>Loss of Limb</b> (one or more limbs)	\$5,000
iii)	<b>Permanent</b> Total Disablement	\$5,000
iv)	<b>Dental Treatment</b>	up to \$750

### 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 section. If disablement results or may result the insured person must place themselves as early as possible under the care of a **Qualified Medical Practitioner**.
- 3) In the event of a claim under the **Certificate** the insured person will permit **Our** own appointed medical advisers to examine them as often as may be necessary.

### 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 **Period of Insurance**;
- 2) directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by accidental bodily **Injury** covered hereunder);
- 3) suicide or intentional self-injury;
- 4) deliberate exposure to exceptional danger (except in an attempt to save human life);
- 5) arising out of or relating to a criminal act;
- 6) sustained whilst the insured person is engaged in racing of any kind;
- 7) if the consequence of an **Accident** is aggravated by any pre-existing physical disability or condition the insured person had before the **Accident** occurred. The amount of any compensation payable under this insurance in respect of the consequences of the **Accident** shall be the amount reasonably considered would have been payable if such consequences had not been so aggravated.

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

## GENERAL CONDITIONS

### Applicable to all sections of the Certificate

- 1) The **Horse** must not be used for any purpose other than those included in the **Certificate** without **Our** written consent.
- 2) Unless otherwise added by **Endorsement**, the **Horse** must not be removed from the Commonwealth of Australia or New Zealand or the **Territorial Limits** specified in the **Certificate**.
- 3) Unless otherwise added by **Endorsement**, the **Horse** must be in sound health on the effective date of the **Certificate**.
- 4) If the **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** providing **You** report the occurrence to **Us** before the **Certificate** expired.
- 5) It is **Your** duty to dispose of the remains of the **Horse** at **Your** expense and with **Our** approval.
- 6) If **We** consent to the sale or euthanasia of a **Horse** for food or any other purpose, **Our** liability will be reduced by any amount that **You** receive.
- 7) During the **Period of Insurance**, **You** must see to it that the **Horse** receives proper care according to its age, sex, breed and **Use**. In the event of breach of this condition, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
- 8) In case of death of a **Horse**, **You** must:
  - a) as soon as practically possible notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or email;
  - b) have a **Post-Mortem** examination done, at **Your** expense, by a licensed veterinarian approved by A.I.S. Insurance Brokers Pty Ltd; and
  - c) give **Us**, within sixty (60) days, a copy of the **Post-Mortem** examination and **Your** signed proof of loss.

If **You** do not comply with any of these duties **We** may not be liable to pay **Your** claim.
- 9) In case of theft of a **Horse**, **You** must:
  - a) as soon as practically possible notify A.I.S. Insurance Brokers Pty Ltd by telephone, facsimile or email; and
  - b) as soon as practically possible notify the local police.

If **You** do not comply with any of these duties **We** may not be liable to pay **Your** claim.
- 10) In case of any investigation **You** must co-operate by:
  - a) giving **Us** any relevant records or documents **We** might need;
  - b) if it is within **Your** power, have any persons with knowledge of the death or theft submit to an examination under oath.

If **You** do not comply with any of these duties **We** may not be liable to pay **Your** claim.
- 11) 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.
- 12) The proceeds or any other interest in the **Certificate** may not be assigned to any other party.
- 13) If **We** pay a claim under the **Certificate**, **You** agree to:
  - a) assign **Us** **Your** rights and remedies against any other party;
  - b) execute all documents required to effect such assignment of **Your** rights; and
  - c) give **Us** the right to sue in **Your** name at **Our** expense.

14) No agent can change the **Certificate** or alter its terms. Its terms may not be changed or waived unless **We** issue an **Endorsement**.

**15) Change in Circumstances**

**You** must tell **Your** broker as soon as practicably possible if **You** become aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**. If **You** become aware that the information **You** have given **Us** is inaccurate, **You** should inform **Your** broker as soon as practicably possible.

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

**16) Cancellation and Cooling-Off Period**

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

**You** are entitled to cancel this **Policy** and any **Endorsement(s)** which are intended to provide **You** with cover for longer than one (1) month by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- i) the date **You** receive this **Policy** (or the relevant **Endorsement(s)**); or
- ii) the start of the **Period of Insurance** (or the start of cover under the relevant **Endorsement(s)**); whichever is the later.

**We** will provide a full refund of any **Premium** paid unless **You** have made a claim in which case the full annual **Premium** is due. **We** will not return **Premium** for this **Policy** and any **Endorsement(s)** in respect of cover provided for less than one (1) month.

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

**You** are entitled to cancel this **Policy** and any **Endorsement(s)** which are intended to provide **You** with cover for longer than one (1) month after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** and any **Endorsement(s)** has been in force unless **You** have made a claim in which case the full annual **Premium** is due.

No **Endorsement(s)** which are intended to provide **You** with cover for longer than one (1) month after the cooling-off period can be cancelled unless the main **Policy** is also cancelled.

A.I.S Insurance Brokers will charge an administration fee stated on the **Certificate** if **You** cancel this contract of insurance.

**c) Our Right to Cancel**

**We** can cancel this **Policy** and any **Endorsement(s)** at any time by giving **You** thirty (30) days' notice in writing, by email or by telephone (including during the Cooling off Period). **We** will only do this in accordance with the Insurance Contracts Act 1984 and for a valid reason including, for example:

- i) Non-payment of **Premium**;
- ii) A change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- iii) Failure to supply information or documentation **We** have asked **You** to provide in the Proposal Form;
- iv) Failure to provide a Veterinary Certificate if **We** have asked for one.

Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long this **Policy** and any **Endorsement(s)** has been in force unless **You** have made a claim in which case the full annual **Premium** is due.

If any claim is paid on any **Horse** whether by settlement, compromise or otherwise, no return of **Premium** shall be allowed.



## GENERAL EXCLUSIONS

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

The **Policy** does not insure:

- 1) loss, or destruction of, or damage to, any property or any loss, or expense resulting or arising from any indirect loss; for example: any increased business expense or loss of profit or earnings resulting from **Accident, Injury, Illness** or disease or death or **Humane Destruction**.
- 2) 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.
- 3) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4) death or **Humane Destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by or arising from the **Use** or operation, as a means of inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.
- 5) **Electronic Date Recognition Exclusion (E.D.R.E.)**  
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.

- 6) **Avian Influenza**  
death or **Humane Destruction** directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.
- 7) **War And Civil War**  
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.
- 8) **Sanctions**  
**We** shall not provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit, would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **9) Terrorism**

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

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

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

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

## **10) Coronavirus Absolute Exclusion**

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

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

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

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

## CERTIFICATE PROVISIONS

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

### 1) Complaints Procedure

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

There are established procedures for dealing with complaints and disputes regarding **Your** policy or claim.

#### Stage 1

Any enquiry or complaint relating to a Lloyd's **Policy** or claim should be addressed to AIS Insurance Brokers in the first instance – in most cases this will resolve **Your** grievance.

They will respond to **Your** complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. **You** will also be kept informed of the progress of **Your** complaint.

#### Stage 2

In the unlikely event that this does not resolve the matter or **You** are not satisfied with the way **Your** complaint has been dealt with, **You** should contact:

Lloyd's Australia Limited  
Level 9, 1 O'Connell St  
Sydney NSW 2000  
Telephone: (02) 8298 0783  
Email: idraustralia@lloyds.com

When **You** lodge your dispute with us, we will usually require the following information:

- Name, address and telephone number of the **Insured**;
- Details of the **Policy** concerned (**Policy** and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the **Policy** was obtained;
- Reasons why **You** are dissatisfied;
- Copies of any supporting documentation **You** believe may assist us in addressing **Your** dispute appropriately.

Following receipt of **Your** complaint, **You** will be advised whether **Your** dispute will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to **You**:

- Where **Your** complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA) **Your** complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **Your** dispute.
- Where **Your** complaint is not eligible for referral to the Australian AFCA, Lloyd's Australia will refer **Your** complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK AFCA, who will review **Your** complaint and will liaise directly with **You**.
- For all other matters **You** will be advised of what other avenues may be available to **You**.

#### How long will the Stage 2 process take?

**Your** complaint will be acknowledged in writing within 5 business days of receipt, and **You** will be kept informed of the progress of our review of **Your** complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** complaint within 15 business days of receipt, provided **We** have received all necessary information and have completed any investigation required.

## External Dispute Resolution

If **Your** complaint is not resolved in a manner satisfactory to **You** or we do not resolve **Your** complaint within 45 calendar days of receiving it at Stage 1, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA can be contacted by post GPO Box 3, Melbourne Vic 3001 or phone 1800 931 678, email [info@afca.org.au](mailto:info@afca.org.au), or website [www.afca.org.au](http://www.afca.org.au).

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between you and your insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred to AFCA within 2 years of the date of our final decision. Determinations made by AFCA are binding upon us.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to you.

## How much will this procedure cost you?

This service is free of charge to policyholders.

## 2) Services Of Suit

**We** agree that:

- a) In the event of a dispute arising under this **Policy**, **We** 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.
- b) Any summons notice or process to be served upon Underwriters may be served upon  
Lloyd's Underwriting General Representative  
Level 9, 1 O'Connell Street, Sydney NSW, 2000  
Telephone Number: (02) 8298 0700  
Facsimile Number: (02) 8298 0788  
who have the authority to accept services and enter an appearance on **Our** behalf.
- c) If a suit is instituted against **Us**, **We** will abide by the final decision of such court or any competent appellate court.

## 3) Several Liability Clause

The liability of an **Insurer** under this contract is several and not joint with other **Insurers** party to this contract. An **Insurer** is liable only for the proportion of liability it has underwritten. An **Insurer** is not jointly liable for the proportion of liability underwritten by any other **Insurer**. Nor is an **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read to reference of contracts in the plural.

## 4) Law / Jurisdiction / Disputes Clause

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by Australian law.

Both parties must use their best efforts to achieve resolution by the selected process and further agree that neither party will initiate litigation (as set out in clause (c) below) without first pursuing such informal resolution techniques in good faith.

In the event that the dispute is not resolved by such informal process within 35 days of the Dispute Notice (or such other period as agreed in writing between the parties) the dispute shall be referred to litigation.

- a) Following either mediation or an expert determination pursuant to clause (b) of this provision, either party may then initiate proceedings in any competent Court in the Commonwealth of Australia in relation to the matters in dispute.

Such proceedings may only be commenced on 14 days written notice to the other party and 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:

Lloyd's Australia Limited  
Level 9, 1 O'Connell Street  
Sydney NSW 2000

who has authority to accept service and to appear on Underwriters' behalf.

If proceedings are instituted against any one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

- b) Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the **Policy** while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with this agreement.
- c) Each party must use its reasonable efforts to ensure that where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is minimal effect on the ability of either party to perform its obligations under the **Policy**.
- d) Either party may at any time commence court proceedings in relation to any dispute or Claim arising under, or in connection with the **Policy** where the party seeks urgent interlocutory relief.

## 5) Policy Format

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

## 6) Fair Processing Notice

This Privacy Notice describes how certain underwriters at Lloyd's in respect of Syndicate 2003 (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@xlcatlin.com](mailto:compliance@xlcatlin.com)

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

#### **7) Rights Of Third Parties**

A person who is not a party to this contract has no right to enforce any term of this contract.

#### **8) United Kingdom Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You Were** entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their **Website**: [www.fscs.org.uk](http://www.fscs.org.uk).

## GENERAL DEFINITIONS

### Applicable to all sections of the Certificate

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

#### **Accident**

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

#### **After-Care**

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

#### **Certificate**

is a separate document, which shows the insurance details relevant to **You**. It may include additional terms, conditions and exclusions relevant to **You** that amend the standard terms of this document. Only those sections shows as covered in **Your Certificate** are insured. If the **Policy** is varied during the **Period of Insurance** We will send **You** and updated **Certificate** taking into account the variations and any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an **Endorsement**).

#### **Deductible**

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

#### **Dental Treatment**

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

#### **Endorsement(s)**

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

#### **Humane Destruction**

means

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

#### **Horse**

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

#### **Illness**

Means any change to **Your Horse's** normal healthy physical state or appearance, sickness or disease.

#### **Infertile**

Means and is limited to "sterile".

#### **Injury**

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

#### **Impotent**

shall mean the failure of the Stallion to achieve intromission.

**Lease/Loan**

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

**Loss of Limbs**

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

**Loss of Sight**

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

**Market Value**

means the lesser of the **Sum Insured** per **Horse** in respect of that type of **Horse** as specified in the **Certificate** and 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.

**Medication**

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

**Period of Insurance**

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

**Permanent**

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

**Post-Mortem**

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

**Policy**

means this document which includes the **Certificate**, any **Endorsements** and any other documents **We** issue to **You** which are expressed to form part of the **Policy** terms, which set out the cover **We** provide for the **Period of Insurance**.

**Premium**

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

**Qualified Medical Practitioner**

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

**Saddlery and Tack**

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

**Serving Mares**

Means achieving intromission.

**Sum Insured**

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

**Territorial Limits**

Means the **Territorial Limits** specified in the **Certificate**.



**Total Disability**

Means disablement which prevents the **Insured** person from engaging in their usual occupation.

**Use**

Means the **Use** of the **Horse(s)** as specified in the **Certificate**, namely dressage, show jumping, pony club or breeding.

**Veterinary Surgeon or Veterinarian**

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

**We / Us / Our**

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

**You / Your / Insured**

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

## **Privacy Statement**

Lloyd's Underwriters and AIS Insurance Brokers Pty Ltd have always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have been set by the Privacy Act which came into effect on 21<sup>st</sup> December, 2001 and the Australian Privacy Principles (APP) which came into effect on 12<sup>th</sup> March 2014. 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.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the Certificate wording under "Privacy".

### **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 Australian Privacy Principles and use the personal information only for the services that they supply.

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

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

- 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 reinsurers are based overseas and we need to provide your personal information to them to arrange your cover or to submit a claim.

### **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 or update 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 Certificate, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

### **Your Rights and Our Obligations**

Details of your rights and our obligations under the Privacy Act and the Australian Privacy Principles, are contained in the General Insurance Code of Practice which can be accessed at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)