

AUSTRALASIAN SPORTS HORSE

CERTIFICATE OF INSURANCE

The Insured (hereinafter referred to as YOU/YOUR) with the purpose of obtaining a CERTIFICATE OF INSURANCE, has presented a written application which bears the date stated in the CERTIFICATE OF INSURANCE, which is agreed to be the basis of this contract and to be considered as incorporated in this CERTIFICATE OF INSURANCE.

Swiss Re International SE, UK Branch (hereinafter referred to as WE/US/The Company/The Insurer), agrees to insure YOU against LOSS provided by the terms of the CERTIFICATE OF INSURANCE, including applicable extensions.

Swiss Re International SE, UK Branch

Per Galileo Underwriting Agency LLP

30 St Mary Axe

LONDON

EC3A 8EP

WHO ARE WE?

Swiss Re International SE, UK Branch

- Per Galileo Underwriting Agency LLP
30 St Mary Axe
LONDON
EC3A 8EP

The administrators of the CERTIFICATE OF INSURANCE are:

- HQ Insurance Pty Limited
Level 10, 1 Elizabeth Plaza, North Sydney NSW 2060

WHO IS HQ INSURANCE PTY LIMITED?

HQ Insurance Pty Limited (ACN 091 731 225, AFS Licence no. 235 666), hereinafter called 'HQ', is the administrator of the CERTIFICATE OF INSURANCE. The CERTIFICATE OF INSURANCE is a contract written under a '**Binding Authority Agreement**', which gives HQ authority to bind insurances and/or settle claims on OUR behalf. As a consequence HQ is acting as OUR Agent and not as YOUR Agent for this CERTIFICATE OF INSURANCE. HQ is NOT the Insurer for the contract and is NOT liable for any LOSS or claim.

The Insurer is clearly shown in the CERTIFICATE OF INSURANCE as **Swiss Re International SE, UK Branch**.

If YOU have any concerns about the CERTIFICATE OF INSURANCE, YOU should contact HQ. YOU may contact them by any of the following ways:

By post: Locked Bag 2030, St Leonards, NSW 1590

By Phone: [02 8568 2311](tel:0285682311)

Fax: [02 9586 1467](tel:0295861467)

Website: www.hqinsurance.com.au

ABOUT YOUR CERTIFICATE OF INSURANCE

This section contains important information to help YOU to understand YOUR CERTIFICATE OF INSURANCE and enable YOU to make an informed choice about YOUR insurance requirements. It sets out the significant features of the CERTIFICATE OF INSURANCE including its BENEFITS, risks and information about how the insurance premium is calculated.

YOU also need to read the CERTIFICATE OF INSURANCE wording which is 'The Contract' between YOU and US. This provides a full description of the terms, conditions and limitations of the CERTIFICATE OF INSURANCE.

This document was prepared on 14th November 2013

SIGNIFICANT BENEFITS AND FEATURES

The CERTIFICATE coverage is in respect of:

1. Under Section 1 - Death or destruction on humane grounds of any insured HORSE, resulting from an INJURY, ACCIDENT, DISEASE or ILLNESS sustained or contracted and notified during the PERIOD OF INSURANCE.
2. Under Section 2 - Theft or straying during the PERIOD OF INSURANCE, where the HORSE is not recovered within 90 days.
3. Under Section 3A and 3B: Comprehensive and Restricted LOSS OF USE - Where the HORSE becomes unable to perform the use for which it is insured as a result of an insured condition arising during the PERIOD OF INSURANCE.
4. Under Section 4: Life Saving Surgery Fees – The Fees associated with any surgical procedure performed under general anaesthetic by a VETERINARIAN to save a HORSE'S life.
5. Under Section 5: Rider Personal Accident - 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 OF INSURANCE) sustaining ACCIDENTAL BODILY INJURY that results in death or disablement.
6. Under Section 6: Third Party Liability - Damages and claimant's costs and expenses for which YOU are liable at law in respect of:
 - a) ACCIDENTAL DEATH, ACCIDENTAL BODILY INJURY, ILLNESS, or DISEASE of any person;
 - b) LOSS of, or damage to, tangible property; caused by a HORSE described in the CERTIFICATE OF INSURANCE.
7. Under Section 7: SADDLERY AND TACK – LOSS of, or damage to, SADDLERY AND TACK during the PERIOD OF INSURANCE.
8. Under Section 8: HORSE FLOAT – LOSS of, or damage to, HORSE trailer or FLOAT, during the PERIOD OF INSURANCE.

THE AMOUNT YOU PAY FOR THIS INSURANCE

The amount WE charge YOU for this CERTIFICATE OF INSURANCE 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 premium YOU must pay. Once the CERTIFICATE is issued, YOUR premium, GST and any relevant government charges are shown in the CERTIFICATE OF INSURANCE. If YOU change YOUR CERTIFICATE in any way YOU may be entitled to a refund of premium or asked to pay an additional amount as the case may be.

VARIOUS FACTORS THAT AFFECT YOUR PREMIUM

There are eight different sections contained in the CERTIFICATE OF INSURANCE. Sections 1 & 2 (Mortality and Theft) are compulsory and is the minimum cover you can take out. In addition to Sections 1 & 2 there are six other Sections which may be added as required by YOU. Each Section attracts an additional premium.

HOW TO MAKE A CLAIM

As soon as possible after an accident or event that causes the LOSS or damage, YOU must:

1. **Immediately notify HQ by telephone, email or facsimile and follow their instructions.**
2. Where appropriate, have a VETERINARIAN'S report and a post-mortem examination completed and an autopsy report prepared, at YOUR expense, by a licensed VETERINARIAN approved by HQ.

THE AMOUNT YOU PAY TOWARDS A CLAIM

The amount YOU pay depends on the Section of cover the claim applies to. For instance, if there is a LOSS under Section 1 (Mortality) WE pay the SUM INSURED on the HORSE. For some Sections excesses of AUD 300 apply.

FULL PREMIUM IF LOSS

If a LOSS is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE. In the event of LOSS(es) in respect of any HORSE(s) added to the CERTIFICATE OF INSURANCE after inception of the policy at pro rata additional premium, or if pro rata premium was paid in respect of the HORSE(s) originally included in the CERTIFICATE OF INSURANCE, YOU agree to pay the difference between the actual premium paid in respect of such HORSE(s) and the full annual premium calculated at the full annual rate on the SUM INSURED in respect of the HORSE(s).

DISPUTES

If YOU and WE do not agree on the settlement of any claim under this CERTIFICATE OF INSURANCE, either YOU or WE have the right to request 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 Sydney, New South Wales, 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 CERTIFICATE OF INSURANCE. Judgement on the award made by the arbitration may be entered in any Court having jurisdiction.

CHANGES TO THIS CERTIFICATE OF INSURANCE

Any changes to this document will be communicated to YOU in several ways and these are:

- If a change would affect YOU adversely, HQ will issue YOU with an updated copy of the document or a supplementary document.
- For minor changes which do not adversely affect YOU, information can be obtained from the HQ website.

If changes have occurred WE will be pleased to provide YOU with a paper or email copy of such changes on request.

SIGNIFICANT RISKS

The risks associated with YOUR CERTIFICATE OF INSURANCE include whether the CERTIFICATE provides the cover YOU require. Cover may be inadequate 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, an exclusion may apply. If YOU do not comply with the CERTIFICATE terms and conditions, for example YOUR duty of disclosure, WE can refuse to pay part or all of a claim.

FRAUD

Fraud by insureds increases YOUR premium and the premiums of all insureds. If YOU:

1. Provide US with false information, or
2. Make a false or exaggerated claim with US, or
3. Make any claim with US which involves YOUR dishonesty,

YOUR CERTIFICATE OF INSURANCE will become void *ab initio*.

DEFINITIONS

Any word or expression, which is given a specific meaning in this CERTIFICATE OF INSURANCE, will have the same meaning wherever it appears.

12 months

365 days / 366 days (in a leap year) calculated from and including the date an INJURY happens or the first CLINICAL SIGNS of an ILLNESS are noticed.

Accident

An unfortunate incident that happens unexpectedly or unintentionally, resulting in INJURY.

Accidental Bodily Injury

Bodily injury caused by:

- a) accidental violent external and visible means
- b) unavoidable exposure to the elements.

Accidental Death

Death occurring from an incident that happens unexpectedly or unintentionally.

Agreed Value

The AGREED VALUE is represented by the SUM INSURED of the HORSE as stated in the CERTIFICATE OF INSURANCE. WE will pay the SUM INSURED in the event of a claim in Sections 1 & 2 (Mortality and Theft). WE will pay 60% of the SUM INSURED in the event of a claim in Sections 3A or 3B (Loss of Use).

Benefit/s

The sum of money that WE have agreed to pay YOU as shown in the CERTIFICATE OF INSURANCE.

Certificate of Insurance/Certificate

The new business, ENDORSEMENT or renewal details and the BENEFITS summary which are the printed documents showing the details of YOUR cover and any extra clauses and exclusions that apply to YOUR CERTIFICATE OF INSURANCE.

Clinical History

A chronological record (computer printout or photocopy of the original clinical notes) as made by the VETERINARIAN(S) at the time of all visits and consultations. This must include records of all prescribed medication.

Clinical Signs

Changes in the HORSE'S normal healthy state, condition or appearance, or its bodily functions.

Contamination

CONTAMINATION or poisoning of people/HORSES by nuclear and/or chemical and/or biological substances that causes ILLNESS and/or disablement and/or death.

Disease

A pathological condition of a part, organ, or system of a HORSE resulting from various causes, such as infection, genetic defect, or environmental stress, and characterized by an identifiable group of signs or symptoms.

Dismemberment

To lose a limb.

Endorsement

Any alteration to the CERTIFICATE OF INSURANCE wording or risk details.

Freeze Mark

A PERMANENT identity mark containing letters and numbers made on the HORSE'S skin and recorded in the HORSE'S passport.

Guaranteed Renewal

In the event that a HORSE insured under this CERTIFICATE OF INSURANCE has incurred a life-threatening INJURY, ILLNESS or DISEASE, coverage will be renewed for the same SUM INSURED until the first policy renewal date after the horse reaches the age of 14 years or until such time as the INJURY, ILLNESS or DISEASE is no longer life-threatening, whichever is sooner, at which time WE may review the SUM INSURED in accordance with the market value of the HORSE.

Horse

The HORSE named in the CERTIFICATE OF INSURANCE, belonging to YOU (or is on PERMANENT loan or lease to YOU) or belonging to members of YOUR immediate family PERMANENTLY residing with YOU.

Horse Passport

An identity record compulsory for all HORSES and ponies.

Horse Float or Horse Drawn Vehicle

The HORSE FLOAT or HORSE DRAWN VEHICLE described in the CERTIFICATE OF INSURANCE and appropriately registered for conveyance.

Humane Destruction

a) that the HORSE incurs an INJURY or is afflicted with an excessively painful DISEASE, and a VETERINARIAN appointed by US shall have given a 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 VETERINARIAN appointed by YOU shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARIAN by US.

Illness

Sickness, DISEASE or any changes to the normal healthy physical state or appearance of the HORSE.

Immediate Family

YOUR parent, brother, sister, son, daughter, spouse, life partner, civil partner or de facto partner, all of whom are PERMANENTLY residing with YOU.

Injury

A bodily INJURY or trauma caused immediately by an ACCIDENT. This does not include any INJURY that happens over a period of time and that is contributed to in any way by a previous DISEASE process in the body.

Lease

A LEASE is a conveyance or grant by a lessor to a lessee of possession of property, to last for a certain period of time and subject to payment.

Life Saving Surgery

A surgical procedure performed under a general anaesthetic by a VETERINARIAN in order to save the HORSE'S life.

Loan

To lend a HORSE to another party for a specific period of time on condition that it will be returned.

Loss

A LOSS or series of losses arising out of, or consequent upon, or contributed to directly or indirectly by one originating event/cause.

Loss of Limb

Total and PERMANENT LOSS

- a) by physical separation or
- b) of use of a hand, at or above the wrist or a foot at or above the ankle.

Loss of Sight

Total and PERMANENT LOSS of sight which will be considered as having occurred:

- a) in both eyes if YOUR name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist or
- b) in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Use

When a HORSE specified in the CERTIFICATE OF INSURANCE sustains an ACCIDENTAL INJURY or contracts 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 OF INSURANCE.

Market Value

The price generally paid for a HORSE FLOAT/HORSE DRAWN VEHICLE/SADDLERY/TACK of the same type as the HORSE FLOAT/HORSE DRAWN VEHICLE/SADDLERY/TACK identified in the CERTIFICATE OF INSURANCE to which the LOSS, theft or damage occurred.

Maximum Benefit

In the event of a LOSS the maximum amount payable will be the amount stated in the CERTIFICATE OF INSURANCE.

Microchip

An identity chip inserted into HORSES. This is recorded with a barcode in the HORSE passport.

Our Veterinarian

The VETERINARIAN WE employ or use the services of to assess YOUR case or claim, to carry out treatment to the HORSE or discuss the HORSE'S treatment with YOUR VETERINARIAN.

Period of Insurance / Certificate Period of Insurance / Policy Period

The PERIOD OF INSURANCE shown in the CERTIFICATE OF INSURANCE being the period during which this CERTIFICATE OF INSURANCE remains valid subject to the operative time of cover. The PERIOD OF INSURANCE runs up to 4:00pm on the date shown in the CERTIFICATE OF INSURANCE.

Permanent

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

Replacement Value of Saddlery and Tack

The price generally paid for new SADDLERY AND TACK of the same brand, make and type as the SADDLERY AND TACK that has been lost, damaged, stolen or destroyed.

Riding

RIDING, driving, leading, mounting, dismounting or handling the HORSE.

Permanent Loan

An agreement whereby the HORSE specified in the CERTIFICATE OF INSURANCE has been PERMANENTLY LOANED to YOU by the owner of the HORSE, where YOU are financially responsible for the HORSE and where YOU are responsible for the HORSE'S stabling, grazing, health and general care but where YOU are not the owner of the HORSE.

Saddlery and Tack

This means saddles, bridles, leathers, irons, harness and RIDING tack normally used on the HORSE while it is being used for the activities shown in the CERTIFICATE OF INSURANCE. The following items are not included: rugs, blankets, hats, helmets, skullcaps, rider's boots, jodhpurs, jackets and human body protectors.

Spouse/Partner

Means YOUR husband, wife, civil partner or de facto partner, in each of these relationships co-habiting and sharing household expenses or responsibilities.

2 Stage Examination

A standardised examination involving an overall check of the HORSE including an examination of the HORSE'S eyes, heart, lungs and soundness. The HORSE'S skin is examined for abnormalities, followed by an examination of the heart and lungs at rest, the eyes in a darkened environment, then the HORSE at walk and trot.

5 Stage Examination

A standardised examination involving an overall check of the HORSE including an examination of the HORSE'S eyes, heart, lungs and soundness. The HORSE'S skin is examined for abnormalities, followed by an examination of the heart and lungs at rest, the eyes in a darkened environment, then the HORSE at walk and trot. This is followed by strenuous exercise, a period of rest, a second trot up and foot examination carried out by a VETERINARIAN for the purpose of determining suitability for an activity or activities. All 5 stages must be carried out and if not this fact to be stated with a reason why a particular stage could not be carried out.

Sum Insured

The amount YOU have chosen to insure for and in the event of a LOSS the maximum amount WE will pay.

Terrorism

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Veterinarian

Veterinary surgeon registered with the Australian Veterinary Association (AVA) or equivalent in the relevant country.

Veterinary Fees

The amount VETERINARIANS in general or referral practices usually charge.

Veterinary Certificate

A standardised form used by all members of AVA giving details of the general health of the HORSE following a 2 STAGE or a 5 STAGE EXAMINATION.

Veterinary Treatment

The cost of any visit, consultation, examination, advice, test, x-ray, ultra sound scan, legally prescribed medication, surgery, nursing and care required to treat an ILLNESS or INJURY, provided by a VETERINARIAN, a veterinary nurse or another member of the veterinary practice under the supervision of a VETERINARIAN. Any form of diagnostic imaging other than x-rays and ultra sound scans will require pre-authorisation from HQ.

War

Invasion, act of foreign enemy, hostilities (whether WAR be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

We/Us/Our/the Company/the Insurer

Swiss Re International SE, UK Branch

Wobbler syndrome

The HORSE is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

Grade Levels Definition

0 = Neurologically normal.

1 = Neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.

2 = Neurological defects readily seen at walk.

3 = Neurologically worse defects and a HORSE may stumble or fall with manipulation.

4 = HORSE may fall at normal gaits.

5 = Recumbent.

You/YOUR

The person(s), partnership, corporation, organisation or entity named in the CERTIFICATE OF INSURANCE under Insured, the IMMEDIATE FAMILY of the person named in the CERTIFICATE OF INSURANCE, any person living permanently with the person named in the CERTIFICATE OF INSURANCE or any person looking after the HORSE with YOUR permission.

Your Veterinarian

The VETERINARIAN or veterinary practice YOU employ or use the services of to carry out treatment to the HORSE.

SECTION 1 – MORTALITY WITH GUARANTEED RENEWAL

INSURING AGREEMENT

WE will pay YOU the SUM INSURED specified in the CERTIFICATE OF INSURANCE, for any ACCIDENT, INJURY, ILLNESS or DISEASE which results in the death or HUMANE DESTRUCTION of any HORSE named in the CERTIFICATE OF INSURANCE. The death or HUMANE DESTRUCTION must result from an ACCIDENT, INJURY, ILLNESS or DISEASE sustained or contracted and notified during the PERIOD OF INSURANCE and the death or HUMANE DESTRUCTION must occur during the same PERIOD OF INSURANCE.

GUARANTEED RENEWAL

If a HORSE insured under this CERTIFICATE OF INSURANCE suffers a life-threatening INJURY, ILLNESS or DISEASE which is notified during the PERIOD OF INSURANCE but does not die, coverage will be renewed for the same SUM INSURED at the prevailing rate until the first CERTIFICATE OF INSURANCE renewal date after the HORSE reaches the age of 14 or until such time as the INJURY, ILLNESS or DISEASE is no longer life-threatening, whichever occurs sooner. After this time, WE may review the SUM INSURED.

WOBLER SYNDROME

WE will pay the SUM INSURED in the event of the HORSE being diagnosed during the PERIOD OF INSURANCE as suffering from the condition known as WOBLER SYNDROME of a minimum level of Grade 3, which is deemed to be chronic and progressive in nature, as defined in the CERTIFICATE OF INSURANCE and subject to the conditions stated below.

EXTENSION OF COVER FOR HORSES AGED 14 YEARS OR OLDER

If during the current PERIOD OF INSURANCE a HORSE aged between 14 and 17 years incurs or sustains a life-threatening INJURY, ILLNESS or DISEASE, this CERTIFICATE OF INSURANCE will be extended until the INJURY, ILLNESS or DISEASE is no longer life-threatening up to a total period of 365 days, subject to the three conditions immediately above. The extension does not apply to HORSES aged 18 years and over. The SUM INSURED under this extension will automatically be reduced as follows:

20% on a 14 year old

30% on a 15 year old

40% on a 16 year old

50% on a 17 year old

YOUR AGREEMENT

YOU agree to adhere to all of the terms and conditions of this CERTIFICATE OF INSURANCE and agree that failure to satisfy any terms and conditions of this CERTIFICATE OF INSURANCE or make any claim knowing the same to be false or fraudulent, as regards amount or otherwise may, subject to the provisions of the *Insurance Contracts Act 1984* or amendment thereto, permits US to:

- a) refuse to pay, or otherwise reduce OUR liability, in respect of a claim;
- b) cancel this CERTIFICATE OF INSURANCE.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Intentional destruction of the HORSE whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

WE will not invoke this exclusion:

- a) where WE have expressly agreed to the destruction of the HORSE; or
 - b) in the case of HUMANE DESTRUCTION; or
 - c) where the HORSE is destroyed whilst on board an aircraft, and such destruction is carried out by or on the order of the responsible authority at the time and later confirmed by a sworn statement by the said authority that in their opinion the HORSE was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.
2. Death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:
 - a) any surgical operation unless conducted by a VETERINARIAN and certified by the VETERINARIAN to have been necessitated solely by ACCIDENT, INJURY, ILLNESS or DISEASE occurring during the PERIOD OF INSURANCE; or
 - b) the giving of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been of a preventative nature or necessitated by ACCIDENT, INJURY, ILLNESS or DISEASE occurring during the PERIOD OF INSURANCE. As used in this CERTIFICATE OF INSURANCE, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or
 - c) malicious or wilful INJURY or criminal or intentional acts or omissions by YOU, or other persons who have care, custody or control of the HORSE or who have acted with YOUR consent; or
 - d) failure by YOU or other persons who have care, custody or control of the HORSE to provide proper care and attention to the HORSE at all times; or
 - e) the use of the HORSE for any purpose other than that specified in this CERTIFICATE OF INSURANCE.
 3. Death or HUMANE DESTRUCTION that results from any INJURY or ILLNESS that first showed CLINICAL SIGNS before the HORSE's cover started or the date the HORSE was added to YOUR CERTIFICATE OF INSURANCE.
 4. Any amount if YOUR HORSE'S condition does not meet current Australian Veterinary Association (AVA) (or equivalent) guidelines for the destruction of HORSES under all risk mortality insurance VETERINARY CERTIFICATE.
 5. Any amount if YOU do not own, have the HORSE PERMANENTLY on LOAN or LEASE the HORSE.
 6. Any amount if the death or HUMANE DESTRUCTION of the HORSE results from a vice or behavioural disorder.
 7. Any other financial LOSS, legal compensation, costs or expenses that result from the death or HUMANE DESTRUCTION of the HORSE.

8. The unborn foal, embryo or foetus of the HORSE.
9. The cost of a post mortem or autopsy.

CONDITIONS SPECIFIC TO THIS SECTION

1. It is a condition of this CERTIFICATE OF INSURANCE that at the commencement of this Insurance the HORSE is, with the exception only of those conditions known to YOU 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 YOU are aware or a reasonable person in the circumstances could be expected to be aware.

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 Insurance; and/or
- c) any other extension of or addition to coverage.

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

2. OUR acceptance of a VETERINARY CERTIFICATE or Declaration of Health where such declaration has been accepted by US as a satisfactory substitute for a VETERINARY CERTIFICATE submitted in connection with YOUR 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 Special Condition 1 above in respect of the HORSE. However, if WE have accepted a VETERINARY CERTIFICATE, or Declaration of Health where such declaration has been accepted by the 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 Insurance shall be upon US.
3. YOU must immediately arrange, at YOUR own expense, for a VETERINARIAN to examine and treat the HORSE if it shows CLINICAL SIGNS of an INJURY or an ILLNESS.
4. YOU must take proper care of YOUR HORSE and take all reasonable steps to maintain YOUR HORSE'S health. YOU must arrange, at YOUR own expense, for YOUR HORSE to have any treatment normally recommended by a VETERINARIAN to prevent INJURY or ILLNESS.
5. YOU must tell US as soon as possible if the HORSE shows any CLINICAL SIGNS of an INJURY or an ILLNESS.
6. If YOUR VETERINARIAN decides to euthanize the HORSE, YOU must tell US immediately. If WE decide, WE will refer the case history to OUR VETERINARIAN.
7. If YOUR VETERINARIAN and OUR VETERINARIAN do not agree that the ILLNESS or INJURY the HORSE is suffering from can be treated or it is inhumane to keep the horse alive, then YOUR VETERINARIAN and OUR VETERINARIAN will jointly appoint a third VETERINARIAN whose decision will be binding on all parties. The cost of the third VETERINARIAN will be shared equally between YOU and US.

8. YOU must arrange and pay for YOUR HORSE to be kept vaccinated against tetanus, strangles and equine influenza and de-wormed regularly, as normally recommended by a VETERINARIAN. If YOU do not keep YOUR HORSE vaccinated and de-wormed, WE will not pay any claim that results from an ILLNESS that would not have occurred if YOUR HORSE had been vaccinated and de-wormed.
9. YOU must be the sole owner of the HORSE or the part interest of the HORSE that is insured, at the commencement of this CERTIFICATE OF INSURANCE (or any increase, addition or other extension to coverage). This Insurance shall cease to cover the HORSE immediately when YOU sell the HORSE or part with any interest in the HORSE, whether temporarily or permanently.
10. Following the death or HUMANE DESTRUCTION of YOUR HORSE, YOU must arrange and pay for a post mortem examination and identification report.
11. After receiving permission from US, YOU shall arrange and pay for the removal and disposal of the remains of the HORSE. WE are entitled to receive any money recoverable by YOU in excess of the removal and disposal costs if the remains are sold.
12. WE will not make any claim payment until WE have received the following:
 - Death certificate from YOUR VETERINARIAN;
 - A post mortem and identification report;
 - Completed claim form and proof of ownership.
13. YOU must file with the US a completed claim and release form within sixty days after the death, or HUMANE DESTRUCTION of the HORSE.
14. If, during the PERIOD OF INSURANCE, YOU elect to have YOUR HORSE castrated or spayed, YOU must notify US of YOUR election to do so no less than seven days prior to the HORSE being operated upon for castration or spaying. We may, on receipt of this notification, cancel this CERTIFICATE OF INSURANCE.
15. If WE pay a claim under Section 1, YOUR CERTIFICATE OF INSURANCE is cancelled from the date of YOUR HORSE'S death and there will be no refund of premium. If YOUR CERTIFICATE OF INSURANCE covers more than one HORSE, the deceased HORSE will be deleted from YOUR CERTIFICATE OF INSURANCE. If YOUR premium is being paid by instalments, WE will deduct from YOUR claim monies any premium due for the balance of the PERIOD OF INSURANCE, and there will be no refund of money YOU have paid for the PERIOD OF INSURANCE after the cancellation/deletion date.
16. If at the time of death or HUMANE DESTRUCTION of the HORSE YOU have any other insurance in force in respect of the HORSE, which such other insurance is not specified/noted in the CERTIFICATE OF INSURANCE, then WE shall only be liable under this Insurance for the amount by which the AGREED VALUE exceeds the amount of indemnity available under the other insurance, if at all, arising from the death or HUMANE DESTRUCTION of the HORSE.

17. The diagnosis of WOBBLER SYNDROME must be supported by an up to date negative test for Equine Protozoal Myelitis and radiographic &/or myelographic evidence where deemed necessary (during the PERIOD OF INSURANCE) confirming WOBBLER SYNDROME and that this is deemed by both YOUR and OUR VETERINARIAN to be chronic in nature and progressive and of a minimum level of grade 3 as described in the Definitions.
18. In the event of a settlement by US of a claim under the WOBBLER SYNDROME clause then undisputed title and ownership of YOUR interest in the HORSE shall pass to US if so desired by US.

SECTION 2 – THEFT AND STRAYING

COVER PROVIDED

WE will pay YOU the SUM INSURED specified in the CERTIFICATE OF INSURANCE for YOUR HORSE, if it is stolen and not recovered within 90 days.

WE will also pay up to AUD300, to cover YOUR cost of advertising and/or the payment of a reward which leads to recovery.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Any amount if YOU or the person looking after the HORSE has freely parted with the HORSE, even if tricked into doing so.
2. Any amount for the death or LOSS of a mare's unborn foal, embryo or foetus.
3. Any amount if the theft or LOSS of the HORSE involves dishonesty by YOU, any person working for YOU, any person looking after the HORSE, or any person who has the HORSE on PERMANENT LOAN or LEASE from YOU.

CONDITIONS SPECIFIC TO THIS SECTION

1. In the event of theft, straying or attempted theft of any insured HORSE, YOU must immediately notify a local police station, obtain a reference/case number and comply with the police's instructions.
2. In the event of settlement of a claim and any other party has an insured interest in YOUR HORSE then payment may be made to such party to the extent of that interest.
3. WE will not make any claim payment until WE receive evidence of YOUR legal ownership of the HORSE.
4. YOU must notify the police as soon as YOU discover the HORSE has been stolen or gone missing. YOU must also provide the police with the HORSE'S passport and MICROCHIP number and provide evidence to US that YOU have done so.
5. YOU must follow the recommendations of the police strictly, except that in no situation must YOU pay or promise to pay a ransom, or give similar assurance of any such nature, to any third party. Should YOU pay or promise to pay a ransom or give similar assurances of any such nature to any third party, the cover in respect of the HORSE will be null and void.
6. If the HORSE is found or returned within 12 MONTHS, YOU must immediately repay the amount WE have paid YOU.
7. If WE pay a claim under this Section, all cover under Sections 1 & 2 will be cancelled from the date of the theft or the date the HORSE went missing. There will be no premium refund.

SECTION 3A – FULL AND TOTAL PERMANENT LOSS OF USE DUE TO ACCIDENT, INJURY, ILLNESS OR DISEASE.

COVER PROVIDED

WE will pay YOU 60% of the SUM INSURED specified in the CERTIFICATE OF INSURANCE for a LOSS OF USE claim for HORSES up to the age of 14 years, unless specifically agreed by US. This claim must be due to a HORSE specified in the CERTIFICATE OF INSURANCE 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 OF INSURANCE.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover: -

1. PERMANENT LOSS OF USE directly or indirectly arising from or caused by a condition becoming apparent within 45 days from the start date of insurance which, in the opinion of OUR VETERINARIAN 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 of the policy and the results have been shown to be negative for the medications as stated above.
2. Any disfigurement or blemish following an INJURY or ILLNESS which renders the HORSE unsuitable for showing or sale because of its appearance, unless the condition is described specifically in the CERTIFICATE OF INSURANCE.
3. Any abnormalities of the reproductive organs in the case of a HORSE kept for breeding, other than those caused by accidental INJURY or ILLNESS occurring during the PERIOD OF INSURANCE.
4. PERMANENT LOSS OF USE that occurs more than 12 MONTHS after the date the INJURY happened or the ILLNESS first showed clinical symptoms, unless an extended period is agreed to by US.
5. PERMANENT LOSS OF USE that results from any INJURY or ILLNESS that first showed CLINICAL SIGNS either before the HORSE's cover started, the policy was renewed or the date this Section was added to YOUR insurance or within the first 45 days of YOUR first POLICY PERIOD with US.
6. PERMANENT LOSS OF USE that results from an INJURY or ILLNESS that is caused by, relates to or results from an INJURY that happened before the HORSE's cover started, the policy was renewed or the date this Section was added to YOUR insurance or within the first 45 days of YOUR first and continuous since POLICY PERIOD with US.
7. PERMANENT LOSS OF USE resulting from or connected with any activity not described in the CERTIFICATE OF INSURANCE.
8. PERMANENT LOSS OF USE of the HORSE if it results from a vice or any behavioural disorder.
9. Any amount for PERMANENT LOSS OF USE if the HORSE is not allowed to take part in any show or competition because of any regulations about HORSES that have had any operation for a respiratory system or similar disorder.

CONDITIONS SPECIFIC TO THIS SECTION

1. **YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to the HORSE.**
2. YOU must immediately arrange, at YOUR own expense, for a VETERINARIAN to examine and treat the HORSE if it shows CLINICAL SIGNS of an INJURY, ILLNESS or DISEASE.
3. If it is YOUR VETERINARIAN's opinion that the HORSE will never be able to take part in any of the activities set out in the CERTIFICATE OF INSURANCE, YOU must send US a report from YOUR VETERINARIAN giving details of the HORSE'S ILLNESS or INJURY and the reasons for the opinion. If WE decide, WE will refer the case history to OUR VETERINARIAN.
4. If YOUR VETERINARIAN and OUR VETERINARIAN do not agree that the ILLNESS or INJURY the HORSE is suffering from will prevent it from ever taking part in any of the activities set out in the CERTIFICATE OF INSURANCE, then YOUR VETERINARIAN and OUR VETERINARIAN will jointly appoint a third VETERINARIAN whose decision will be binding on all parties. The cost of the third VETERINARIAN will be shared equally between YOU and US. A final decision on settlement under this Section will not be made prior to 120 days from the original date of INJURY or ILLNESS, unless specifically agreed by US. On settlement of a claim under this Section, WE will be released from all further liability under this CERTIFICATE OF INSURANCE for the disabled HORSE, in respect of Sections 1 & 2. There will be no premium refund.
5. The period of 12 MONTHS (see exclusion 4 above) will always start from the earliest date in the POLICY PERIOD that:
 - a. The INJURY first happened;
 - b. The ILLNESS or CLINICAL SIGNS were first noticed; or
 - c. An ILLNESS with the same diagnosis or CLINICAL SIGNS as the ILLNESS or CLINICAL SIGNS that caused the PERMANENT LOSS OF USE were first noticed,no matter how many times the same ILLNESS or the same CLINICAL SIGNS are noticed in or on any part of the HORSE'S body.
6. If a number of INJURIES, ILLNESSES, or CLINICAL SIGNS are diagnosed as one INJURY or ILLNESS, or it is found that they are caused by, or relate to another INJURY or ILLNESS, the period of 12 MONTHS will start from the date in the POLICY PERIOD that the first INJURY happened or the first CLINICAL SIGNS of any of the ILLNESSES were noticed.
7. WE will not make any claim payment until WE receive evidence of formal identification of the HORSE.
8. Once WE have agreed the settlement of YOUR claim, YOU must agree to have the LOSS OF USE FREEZE MARK placed on the HORSE. WE will not make any claim payment until WE have received confirmation the FREEZE MARK has been done. If YOU have decided to euthanize the HORSE, WE will not make any claim payment until WE have veterinary confirmation that the HORSE has been euthanized and identified.

SECTION 3B – RESTRICTED LOSS OF USE DUE TO ACCIDENTAL EXTERNAL INJURY ONLY

COVER PROVIDED

WE will pay YOU 60% of the SUM INSURED specified in the CERTIFICATE OF INSURANCE for a LOSS OF USE claim for HORSES up to the age of 14 years, unless specifically agreed by US. This claim is due to the HORSE sustaining a visible INJURY caused by external, accidental and violent means 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 OF INSURANCE.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover: -

1. Any disfigurement or blemish following an INJURY which renders an insured HORSE unsuitable for showing or sale because of its appearance, unless it is described specifically in the CERTIFICATE OF INSURANCE.
2. PERMANENT LOSS OF USE that occurs more than 12 MONTHS after the date the INJURY happened, unless an extended period is agreed to by US.
3. PERMANENT LOSS OF USE that results from any INJURY that first showed CLINICAL SIGNS either before the HORSE's cover started, the policy was renewed or the date this Section was added to YOUR insurance or within the first 45 days of YOUR first and continuous since POLICY PERIOD with US.
4. PERMANENT LOSS OF USE if the INJURY results from or is connected with any activity not described in the CERTIFICATE OF INSURANCE.
5. PERMANENT LOSS OF USE if the INJURY results from a vice or any behavioural disorder.

CONDITIONS SPECIFIC TO THIS SECTION

1. **YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to the HORSE.**
2. YOU must immediately arrange, at YOUR own expense, for a VETERINARIAN to examine and treat the HORSE if it shows signs of an INJURY.
3. If it is YOUR VETERINARIAN's opinion that the HORSE will never be able to take part in any of the activities set out in the CERTIFICATE OF INSURANCE, YOU must send US a report from YOUR VETERINARIAN giving details of the INJURY and the reasons for the opinion. If WE decide, WE will refer the case history to OUR VETERINARIAN.
4. If YOUR VETERINARIAN and OUR VETERINARIAN do not agree that the or INJURY the HORSE is suffering from will prevent it from ever taking part in any of the activities set out in the CERTIFICATE OF INSURANCE, then YOUR VETERINARIAN and OUR VETERINARIAN will jointly appoint a third VETERINARIAN whose decision will be binding on all parties. The cost of the third VETERINARIAN will be shared equally between YOU and US. A final decision on settlement under this Section will not be made prior to 120 days from the original date of INJURY or, unless specifically agreed by US. On settlement of a claim under this Section, WE

will be released from all further liability under this CERTIFICATE OF INSURANCE for the disabled HORSE, in respect of Sections 1 & 2. There will be no premium refund.

5. The period of 12 MONTHS (see exclusion 2 above) will always start from the date in the policy year that the INJURY first happened.
6. If a number of injuries are diagnosed together, or it is found that they are caused by, or relate to another INJURY, the period of 12 MONTHS will start from the date in the POLICY PERIOD that the first INJURY occurred.
7. WE will not make any claim payment until WE receive evidence of formal identification of the HORSE.
8. Once WE have agreed the settlement of YOUR claim, YOU must agree to have the LOSS OF USE FREEZE MARK placed on the HORSE. WE will not make any claim payment until WE have received confirmation the FREEZE MARK has been done. If YOU have decided to euthanize the HORSE, WE will not make any claim payment until WE have veterinary confirmation that the HORSE has been euthanized and identified.

SECTION 4 – LIFE SAVING SURGERY FEES

COVER PROVIDED

WE will pay YOU up to the SUM INSURED, in respect of the costs of LIFE SAVING SURGERY which includes up to 30 days post-operative veterinary costs for a HORSE named in the CERTIFICATE OF INSURANCE, if this Section has been selected by YOU. These are the reasonable and normal fees associated with any surgical procedure performed under general anaesthesia by a VETERINARIAN in order to save the HORSE'S life.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Veterinary costs resulting from any ACCIDENT, INJURY occurring or ILLNESS contracted before the start date of the LIFE SAVING SURGERY Section.
2. Expenses incurred for anything other than reasonable and necessary surgical procedures e.g. veterinary examination, post-operative medical treatment, medication or HORSE transportation fees, except for travel to and from the veterinary clinic for the surgery to be performed.
3. Any treatment normally associated with the maintenance of a healthy HORSE.
4. Any elective surgery including but not limited to castration, caslicks and wind.
5. Any surgery not performed under general anaesthetic.
6. Any death BENEFITS or post mortem expenses.
7. Any surgery not performed by a VETERINARIAN at a school of veterinary medicine or a surgical clinic.
8. The cost of treating any INJURY first showing CLINICAL SIGNS before the ACCIDENT.
9. The cost of veterinary treatment for any INJURY that occurred as a result of an ACCIDENT that happened before the date of this particular ACCIDENT.

SECTION 5 – RIDER PERSONAL ACCIDENT

COVER PROVIDED

WE will pay YOU up to AUD30,000 in capital BENEFIT if during the PERIOD OF INSURANCE YOU or any person using the HORSE with YOUR permission (whilst riding, driving or in control of a HORSE described in the CERTIFICATE OF INSURANCE) suffers an ACCIDENTAL BODILY INJURY which solely and independently of any other cause results in DEATH, DISMEMBERMENT or LOSS OF SIGHT. DEATH, DISMEMBERMENT or LOSS OF SIGHT must occur within twelve months from the date of the ACCIDENTAL BODILY INJURY.

The BENEFITS payable are as described below:

Accidental Death	AUD30,000
Total and irrecoverable loss of sight of both eyes	AUD30,000
Total and irrecoverable loss of sight of one eye	AUD15,000
Loss of two limbs	AUD30,000
Loss of one limb	AUD15,000
Total and irrecoverable loss of sight of one eye and loss of one limb	AUD30,000

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Any amount if YOUR death happens more than 12 MONTHS after the date YOU were accidentally injured.
2. Any amount if YOU are under 5 years old.
3. Any amount relating to a pre-existing medical condition, INJURY or ILLNESS YOU had before the start of this PERIOD OF INSURANCE.
4. Any amount if INJURY or death resulted from suicide, attempted suicide, a psychotic or psychological disorder or YOU deliberately injuring yourself.
5. Any amount if the INJURY or death was caused because YOU deliberately put yourself in danger unless it was in an attempt to save someone's life.
6. Any amount if the INJURY or death results from YOU being under the influence of alcohol or drugs.
7. Any amount if someone is RIDING the HORSE for professional lessons or RIDING at a RIDING establishment or school unless that person is YOU.
8. Any amount if the death, ACCIDENT or INJURY that takes place is a result of any business activity, YOUR profession, YOUR occupation or while YOU are working for someone, whether YOU are paid or not, unless it has been disclosed to US and the additional premium has been paid.
9. Any amount if the death, ACCIDENT or INJURY arises directly or indirectly through, or in connection with, the ownership, possession or use by YOU or on YOUR behalf, of any mechanically propelled vehicle, aircraft or watercraft.

CONDITIONS SPECIFIC TO THIS SECTION

1. **YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to YOU.**
2. If YOU are injured YOU must get medical attention immediately and notify US.
3. YOU agree WE may appoint and pay for OUR own medical advisers to examine YOU as often as necessary.
4. If an INJURY is worse because of an old INJURY, physical disability or condition that YOU had before the ACCIDENT, WE will only pay a percentage of YOUR claim. The percentage will be based on the amount the old INJURY or condition affects or is part of a new INJURY.
5. If YOU are not wearing approved protective headgear manufactured to AS/NZ 3838:2006 standard at the time of the ACCIDENT WE reserve the right to decline to pay YOUR claim.
6. We will not pay for more than one of the benefits as detailed in the table above in respect of the same injury.

SECTION 6 –THIRD PARTY LIABILITY

COVER PROVIDED

WE will pay YOU up to the selected SUM INSURED against liability at law for damages and claimant's costs and expenses for any one occurrence or all occurrences that are due to one original cause in respect of accidental:

- i) Death or bodily INJURY (ILLNESS or disease) of any person except YOU;
- ii) LOSS of, or damage to, tangible property which occurs anywhere in the Commonwealth of Australia or New Zealand not belonging to YOU.

The events above must occur during the PERIOD OF INSURANCE and must be caused by a HORSE described in the CERTIFICATE OF INSURANCE.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Compensation to any rider of, or any person who, with YOUR permission, has custody or control of any HORSE described in the CERTIFICATE OF INSURANCE.
2. Compensation to YOU.
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. Liability arising directly or indirectly from YOUR trade, business or profession.
5. LOSS of or damage to property belonging to or in the care, custody, or control of YOU, or YOUR employees.
6. Liability arising directly or indirectly through, or in connection with, the ownership, possession or use by YOU or on YOUR behalf, of any mechanically propelled vehicle, aircraft or watercraft.
7. LOSS or damage to fences or growing crops caused by a HORSE whilst being ridden, driven or led.
8. Liability arising directly or indirectly from the hiring out of any HORSE by YOU or its use by any RIDING establishment.
9. The serving or attempting to serve a mare by a stallion.
10. Claims arising from any incident involving HORSE-DRAWN VEHICLES or trailers, unless the HORSE-DRAWN VEHICLE or trailer is drawn by a HORSE named in the CERTIFICATE OF INSURANCE.
11. Exposure to, inhalation of, or any costs incurred by anyone repairing, removing or replacing any item containing asbestos.
12. The first AUD300 of each property damage claim.

CONDITIONS SPECIFIC TO THIS SECTION

- 1. YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to YOU.**
2. Every letter, claim, writ, summons, legal process or other document received by YOU shall be immediately forwarded to US by YOU, unanswered.
3. No admission, offer, promise, payment or indemnity shall be made or given without OUR written consent.
4. 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. WE shall also have full discretion in the conduct of any proceedings and in the settlement of any claim.
5. WE will not pay more than the limit of liability in the CERTIFICATE OF INSURANCE in respect of any one claim and in total for all claims during the PERIOD OF INSURANCE.
6. A claim payment by US to YOU will release US from all further liability connected with that claim.

SECTION 7 - SADDLERY AND TACK

COVER PROVIDED

WE will pay YOU up to the SUM INSURED or, at OUR option, replace or repair SADDLERY AND TACK that belongs to YOU if it is lost, stolen, damaged or destroyed during the PERIOD OF INSURANCE.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Clothing, personal effects and clippers.
2. Harness used with any HORSE DRAWN VEHICLE that is insured under a certificate/policy issued by another insurer.
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. Unexplained disappearance.
6. The first AUD300 of each claim.
7. Malicious damage caused by YOU, employees or agents.

CONDITIONS SPECIFIC TO THIS SECTION

1. **YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to YOU.**
2. OUR liability will not exceed the SUM INSURED specified in the CERTIFICATE OF INSURANCE.
3. No article will be deemed of greater value than AUD800 unless specified in the CERTIFICATE OF INSURANCE.
4. No claim exceeds AUD10,000 aggregate over the PERIOD OF INSURANCE.
5. Any claim is to be supported by proof of purchase and/or a valuation, if requested.
6. All items are kept overnight in a locked private house or in a locked building.
7. In the event of theft, or attempted theft of any item, a local police station is immediately notified and a case number/reference number is obtained.
8. WE may opt to provide indemnity by payment, reinstatement, repair or replacement.
9. 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 set or pair.

SECTION 8 - HORSE FLOAT

COVER PROVIDED

WE will pay YOU up to the selected SUM INSURED, for irrecoverable LOSS or damage to any HORSE FLOAT or HORSE DRAWN VEHICLE specified in the CERTIFICATE OF INSURANCE and used by YOU for private purposes. This LOSS must be due to fire, theft or accidental damage.

EXCLUSIONS SPECIFIC TO THIS SECTION

This Section does not cover:

1. Any amount if YOU do not own the HORSE FLOAT or HORSE DRAWN VEHICLE.
2. Any amount if the HORSE FLOAT or HORSE DRAWN VEHICLE is loaned to, used or driven by anyone outside YOUR IMMEDIATE FAMILY.
3. LOSS or damage arising from moth, mildew, wear and tear, depreciation, inherent defect or the actual process of cleaning, dyeing, repairing, restoring.
4. Any amount if the HORSE FLOAT or HORSE DRAWN VEHICLE is damaged while it is being used or taking part in racing competitions or cross country events.
5. Unexplained disappearance.
6. Damage to the VEHICLE and/or FLOAT whilst it is being used in cross country driving trials or competitions (other than showing) or whilst training for such events.
7. Theft of the VEHICLE and/or FLOAT from unlocked premises unless the vehicle/FLOAT is wheel-clamped.
8. Theft of the VEHICLE and/or FLOAT if it is not locked or the keys are left in or around the vehicle/FLOAT.
9. Altering of any VEHICLE/FLOAT, 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.
10. The first AUD300 of each claim for LOSS or damage as a result of theft, fire or accidental damage.

CONDITIONS SPECIFIC TO THIS SECTION

1. **YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to YOU.**
2. In the event of theft or attempted theft of any item, YOU must immediately notify a local police station and obtain a reference/case number.
3. If the HORSE FLOAT or HORSE DRAWN VEHICLE is found within 12 MONTHS, YOU must repay the full amount WE have paid YOU. If the vehicle has been damaged during the theft, WE will pay the costs of the repair, up to the SUM INSURED.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THE CERTIFICATE OF INSURANCE

This CERTIFICATE OF INSURANCE does not insure/cover:

1. LOSS, or destruction of, or damage to, any property or any LOSS, or expense resulting or arising from any consequential LOSS.
2. Any legal liability directly or indirectly caused by or contributed to, by, or arising from:
 - a) Ionising radiations or CONTAMINATION by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
 - c) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, acts of TERRORISM, insurrection or military usurped power, 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.
 - d) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any amount if the incident or ACCIDENT causing an INJURY takes place as a result of any business, profession, occupation or while YOU are working for someone.
4. Any amount if the INJURY, ILLNESS or incident is shown as excluded in YOUR policy or in YOUR CERTIFICATE OF INSURANCE.
5. Any amount if YOU do not own, PERMANENTLY loan or lease the HORSE.
6. Any amount if YOU break any laws or regulations including those relating to animal health and importation.
7. Any amount resulting from an ILLNESS that YOUR HORSE contracted while outside Australia or New Zealand that it would not normally have contracted in Australia or New Zealand.
8. Any claim caused by a malicious act, deliberate INJURY or gross negligence caused by YOU, employees, agents or anyone living with YOU.
9. For renewals of cover and for GUARANTEED RENEWAL to apply, premium payments for the CERTIFICATE OF INSURANCE and CERTIFICATE OF INSURANCE renewal(s) must be up to date at all times, otherwise WE may decline to offer YOU renewal terms.
10. For renewals of cover and GUARANTEED RENEWAL to apply, the HORSE(S) must remain in the same ownership.
11. In the event that the injured or ill HORSE only forms a part of a CERTIFICATE OF INSURANCE of HORSES, WE reserve the right to renew the entire CERTIFICATE OF INSURANCE.

12. The premium charged for renewal(s) of cover will not exceed the current rate in YOUR CERTIFICATE OF INSURANCE, except for any HORSES aged 15 years and older, which WE may re-rate.

13. Terms of this CERTIFICATE OF INSURANCE which are in conflict with the laws of the state or country in which this CERTIFICATE OF INSURANCE is issued are hereby amended to conform to such laws.

GENERAL CONDITIONS

1. A HORSE must not be used for any purpose other than those included in the CERTIFICATE OF INSURANCE without OUR prior written consent.
2. Unless otherwise endorsed in writing, WE will not be liable for any claim on a HORSE that is removed from the Commonwealth of Australia or New Zealand.
3. During the PERIOD OF INSURANCE, YOU must see to it that the HORSE receives proper care according to its age, sex, breed and use.
4. 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 method or for any other reason, unless specifically agreed to by US in writing beforehand.
5. WE will be released from any liability for a HORSE that is insured with another insurer while insured by this CERTIFICATE OF INSURANCE, unless WE give our consent and such consent is endorsed in this CERTIFICATE OF INSURANCE.
6. YOU must inform US, in writing, not less than five (5) days before any HORSE is to be taken outside the geographical limits stated in the CERTIFICATE OF INSURANCE or endorsed thereto.
7. If WE make a payment under any Section, then WE shall be subrogated, to the extent of such payment, to all rights and remedies YOU have against any party and shall be entitled at OUR own expense to sue in YOUR name.
YOU shall execute all documents and give to US all such assistance as the WE may require to secure such rights and remedies. YOU 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.
Any sums or property received by YOU that are due to another party under their rights of subrogation shall be held in trust for US and shall, immediately be paid and/or delivered to US following receipt.
8. This CERTIFICATE OF INSURANCE is void *ab initio* before or after a LOSS, if either of the following occurs:
 - a) YOU have wilfully concealed or misrepresented a material fact or circumstance with respect to this insurance or YOUR interest in the HORSE;
 - b) There has been non-disclosure, fraud or a false statement made with respect to the insurance by YOU, YOUR employees or YOUR agents.

YOUR RIGHTS: IMPORTANT INFORMATION

The insurance WE offer YOU is set out in the CERTIFICATE OF INSURANCE. It is important that YOU:

1. Read all of the CERTIFICATE OF INSURANCE before YOU buy the insurance cover to make sure that it gives YOU the protection YOU need;
2. Are aware of the limits on the cover provided and the amounts WE will pay YOU, (including any excess that applies); and
3. 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.

WE aim to:

1. Create "plain English" CERTIFICATES which everyone can understand.
2. Provide on-going training to OUR employees and so that they can provide better service to YOU.
3. Provide YOU with better claims handling and dispute resolution.

COOLING OFF PERIOD

WE will refund the entire premium YOU have paid for cover under this insurance contract if YOU cancel the contract within 14 days of its commencement. To do this, YOU must advise US in writing and return the CERTIFICATE OF INSURANCE to the office of HQ. YOU will not receive a refund if YOU have made a claim under the CERTIFICATE OF INSURANCE.

CANCELLATION

This CERTIFICATE OF INSURANCE may be cancelled by YOU on a short rate basis as set out below at YOUR written request stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being OUR retained premium):

1 month: 20% of annual rate	6 months: 70% of annual rate
2 months: 30% of annual rate	7 months: 75% of annual rate
3 months: 40% of annual rate	8 months: 80% of annual rate
4 months: 50% of annual rate	9 months: 85% of annual rate
5 months: 60% of annual rate	over 9 months: 100% of annual rate

In addition WE are to retain in full any premium for additional risks including but not limited to surgery, transit and foals.

This Insurance may be cancelled by US on any of the grounds set forth in the Insurance Contracts Act, 1984 or any amendment thereto by giving written notice to YOU at YOUR last known address to take effect from a date at least five (5) days after the giving of the notice. In such case WE shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation. Plus WE are to retain in full any premium for additional risks including but not limited to surgery, transit and foals.

PRIVACY STATEMENT

We may collect personal information (including sensitive information) for the purpose of processing insurance applications, administering your Policy and assessing and paying claims under the Policy. Where possible, we will collect personal information directly from you or, where that is not reasonably practical, from other sources.

We may also use your personal information for the purpose of promoting our products and services, designing or underwriting new insurance products, for research and analytical purposes, to perform administrative functions, and to comply with our legal obligations.

We may disclose personal information:

- to agents, third party service providers and related companies who assist us in processing any application or claim for insurance, such as reinsurers, our advisers, persons involved in claims, external claims data collectors and verifiers and your employer;
- to agents and third party service providers who perform functions or services on our behalf, such as IT services and mailing functions; and
- where otherwise required by law.

If you wish to obtain a copy of our Privacy Policy, access or seek correction of any personal information, to make a complaint about a breach of privacy, or if you have any other query relating to privacy, please contact us on the details provided at the beginning of this Policy

DUTY OF DISCLOSURE

Before YOU enter into a contract of insurance with US, YOU have a duty (under the Insurance Contracts Act 1984), to disclose to US every matter YOU know, or could be reasonably expected to know, (including but not limited to matters relating to the health of your HORSE) that is relevant to OUR decision to insure YOUR HORSE, and if so, on what terms. A matter is relevant if YOU know it is relevant or a reasonable person under the circumstances would know it is relevant. YOU have the same duty to disclose any relevant matters before YOU renew, extend, vary or reinstate YOUR policy.

YOUR duty does not require disclosure of matters that:

1. Reduces the risk undertaken by US;
2. Is common knowledge;
3. WE know or in the ordinary course of business, should know;
4. WE have indicated to YOU that WE do not want to know.

YOU shall at all times cooperate with the 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) YOU, YOUR representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by US.

NON-DISCLOSURE

If YOU fail to comply with YOUR duty of disclosure WE may be entitled to reduce OUR liability under this insurance policy in respect of a claim or may cancel YOUR policy. If YOUR non-disclosure is fraudulent, WE may also have the option of avoiding the contract from its beginning

If YOU are unsure as to whether YOU should disclose something, it is better to give this information rather than take the risk of failing in YOUR duty of disclosure.

POLICY TERMS AND CONDITIONS

If YOU do not observe the terms, conditions and ENDORSEMENTS of this policy WE may cancel YOUR policy, refuse a claim and withdraw from any current claim shown in YOUR CERTIFICATE OF INSURANCE.

RESOLVING YOUR COMPLAINTS

If YOU are not satisfied with OUR service WE recommend that YOU contact the Complaints Officer at HQ who will review the information and give YOU a response within seven working days.

If YOUR complaint cannot be resolved to YOUR satisfaction by US, YOU have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at

Level 12, 717 Bourke St, Docklands, Victoria, 3000

Phone on 1300 780808,

Fax 03 9613 6399

Email info@fos.org.au or website www.fos.org.au.

This will be a free of charge service 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.

HENDRA VIRUS ENDORSEMENT

(For Attachment to L.E. (Australia))

It is hereby understood and agreed :

In respect of HORSES that

- a) are located in the State of Queensland;
- b) visit the State of Queensland at any time during the policy period;
- c) have visited the State of Queensland in the twelve months prior to cover attaching under this Policy / Certificate;

This Insurance does not cover any loss directly or indirectly caused by, happening through, in consequence of or contributed to by:

1. Hendra Virus unless the INSURED provides to the Underwriters verification from a VETERINARIAN that the vaccination status of the HORSE is current and up to date against such virus in accordance with the vaccine manufacturers' recommendations;

Or

2. Any cause, where an attending VETERINARIAN declined to treat the HORSE because of the failure of the INSURED to provide to the VETERINARIAN verification that the vaccination status of the HORSE is current and up to date against such virus in accordance with the recommendations of the vaccine manufacturer.

All other Exclusions, Conditions and Limitations of the policy / certificate to which this endorsement is attached remain unchanged.

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY above and/or in the L.E. Australia, of which this Endorsement is part.

LMA5214 (amended)
9th May 2014