



# Equine Multi-Cover Insurance

Aon Risk Services Australia Limited  
ABN 17 000 434 720 AFSL No. 241141

Product Disclosure Statement and Policy

**AON**



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# Aon Equine Multi-Cover Insurance

## Who is Aon Risk Services Australia Limited?

Aon Risk Services Australia Limited (ABN 17 000 434 720) holds an Australian Financial Services Licence Number 241141. Aon has been appointed by CGU Insurance to issue this insurance policy for CGU Insurance. Aon acts under an agreement as the agent for CGU Insurance. Aon can issue, vary or cancel a policy as if it were CGU Insurance. Aon does not act on your behalf.

## This booklet is important

Preparation date: 04/09/2013. This Product Disclosure Statement (PDS) contains two parts:

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

Please read this PDS before applying for insurance. If We accept Your application for insurance, You will receive a schedule that sets out details of the insurance You have taken out. If You need more information about this PDS or Your Policy, please contact Aon, in the first instance.

## Important Information

### The purpose of this PDS

The PDS has been prepared to assist You in understanding Your Aon Equine Multi-Cover Insurance Policy and making an informed choice about Your insurance needs. This PDS sets out important information about the insurance and the terms and conditions and limitations of the Policy. The Policy terms and conditions are set out in this PDS under the heading 'The Policy'. To determine if this insurance is appropriate for You, it is important that You read this PDS and Policy Wording carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that We are providing You. If You do not fully understand anything which is in this Policy, please contact Us and We will clarify the situation.

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

## Introduction

### Who is the insurer

CGU Insurance Limited is the insurer of this insurance Policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this PDS, CGU Insurance is also referred to as "We", "Us", or "Our". CGU Insurance Limited pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary, You should ask Your intermediary.

### How to contact us

You may contact us by any of the following ways:

- In person at any CGU Insurance office
- By telephone on 13 15 32
- By writing to us at CGU Insurance, GPO Box 9902 in your capital city
- By email on our website [www.cgu.com.au](http://www.cgu.com.au)

## General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

## How to resolve a complaint or dispute

### 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our

response or we cannot agree with you on alternative timeframes, you can go to step 2.

## 2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

## 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

## Confirming transactions

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

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.

## Updating Product Disclosure Statement

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

## How CGU Protects Your Privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## How to apply for insurance

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

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

## How to make a claim

To make a claim, please contact your nearest CGU Insurance office, or call 13 15 32 when something happens that you believe you can claim for. Details about making a claim for Mortality Insurance are shown in the policy wording under 'How to Make a Claim – Section 1 and 1A' on page 6, and for Accident Insurance, 'Conditions applying to Section 5 of the policy' on page 10. Please also refer to 'You give us your rights' to claim from anyone else on page 12 and 'How to make a claim under this policy' on page 13.

## Taxation information

CGU Insurance shows all taxes and charges as separate items on all Schedules (e.g. stamp duty and the Goods and Services Tax). Details about the Goods and Services Tax are shown in the policy wording under 'Goods and Services Tax' on page 13.

## Excesses

If you make a claim under the policy, you may be required to pay an excess. Unless imposed and shown on the Schedule, the only excesses applicable are:

- \$50 applicable to each and every claim under Section 3 – riding equipment Insurance
- \$200 applicable to each and every claim under Section 4 – horse float Insurance
- \$500 applicable to each and every claim under Section 6 – Veterinary Fee Cover.

## Significant risks

You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require. We only provide cover up to the amount(s) and the limit(s) and sum(s) insured specified in Your Schedule of Insurance and Policy, subject to its other terms, conditions and exclusion.

An excess may apply when You make a claim. An excess is the part of a claim You must bear and is payable for each occurrence covered by this insurance. When an excess applies We will reduce the amount We pay by the amount of the excess or We will ask You to pay it. Any excess(s) that apply will be shown in Your Schedule of Insurance.

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

We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:

- where an exclusion applies (refer to each insured section for full details of when cover is NOT provided, these can be found under the heading "What is not Insured or When We will not pay" of each insured section, and "Conditions listed on page 12")
- if You do not comply with the terms and conditions of Your Policy
- if You do not comply with Your duty of disclosure or make a misrepresentation; or
- if You make a fraudulent claim.

We may also cancel Your Policy in certain circumstances permitted by law, e.g. if You fail to comply with a condition or breach Your duty of disclosure.

## Costs

The insurance provided is subject to Your payment or agreement to pay the premium We require by the agreed time. In order to calculate Your premium We take various factors into consideration, including:

- the type of cover requested
- the sum(s) insured; and
- Your previous insurance and claims history.

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

## Your policy

Your Policy is a contract of insurance between You and Us.

Your Policy includes information on the following:

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

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

Our agreement with You is made up of Your current Schedule and this Policy, as well as any endorsements We send to You. Together, they make up Your insurance contract with Us. Read them carefully and store them together in a safe place. We recommend that You keep receipts for major items You purchase.

## CGU Insurance guarantee

Our guarantee assures you of quality insurance and service at all times.

## Service guarantee

We will always provide you with the highest standards of service.

## Fair dealing guarantee

We will meet any claims covered by your policy fairly and promptly.

## Money back guarantee

You have 21 days after you receive your numbered policy Schedule to be sure you have the cover you require. If it is not the cover you require, you can cancel the policy. To do this, you must advise us in writing and return the Schedule to your nearest CGU Insurance office. You will receive a full refund of the premium paid, providing nothing has occurred for which a claim is payable under the policy.

# The Policy

## Equine Multi-Cover Insurance

Provided You have paid or agreed to pay the Premium to Us, then subject to the terms, conditions and exclusions contained in or endorsed on this Policy or the Schedule, We will insure You against Loss, as described in this Policy. The loss must occur during the Period of Insurance stated in the Schedule or eventuate within 30 days after the expiry date.

The Policy, Schedule, proposal and endorsements together form the agreement.

### When you are insured

Your insurance begins when we accept your proposal. The commencement date of your insurance will be shown on the schedule we will send you. The insurance applies for the period for which you have paid us, or agreed to pay us, the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

### Operations and anaesthetics

Your attention is drawn to 'What is not insured in Section 1 and 1A' relating to any surgical operation on page 6 of this policy booklet. It is recommended that you notify us of any intended operation or procedure which requires the administration of any general or local anaesthetic, to ensure that your cover is not invalidated.

### Claims

This policy does not provide cover in relation to events that occurred before the contract was entered into.

## Your duty of disclosure

### What you need to tell us

You must tell Us anything that You know, or should know, could affect our decision to insure you and/or the terms on which we insure you. You must do this when you apply for a policy, renew your policy, or when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. These requirements are part of the Insurance Contracts Act 1984.

### What you do not need to tell us

You do not need to tell us anything that:

- reduces our risk
- is of common knowledge
- we know, or as an insurer should know
- we indicate that we do not want to know.

### What will happen if you do not tell us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay for Your claim, or We can cancel Your Policy.

If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

## Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. Where they appear in the policy they will be shown in bold.

**Animal(s)** means the whole or part interest of the horse or horses specified in the Schedule of this Policy.

**Accidental Death** means your death from Bodily Injury resulting from an accident.

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

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

**Foal** means a Horse up to one year of age.

**Horse Float** means the trailer used for the transporting of horses described in the Policy Schedule.

**Hospitalisation Costs** means stabling and livery charges whilst undergoing treatment at a veterinary hospital.

**Humane Destruction** means that the animal incurs an injury or is afflicted with an excessively painful disease, and a Veterinarian shall first have given a certificate that the suffering of the animal is incurable or so excessive that immediate destruction is imperative for humane reasons.

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

**Loss** means death from accident, illness, disease or, with Our written consent, destruction for humane reasons where such reasons are certified by a qualified Veterinarian.

**Market Value** means the price at which ownership of the animal 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.

**Policy** means this document, the current Schedule and any other endorsements or notice We give you in writing, which together form Our agreement with you.

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

**Premium** means the amount you have to pay Us (including all government charges) for your Policy.

**Professional Capacity** is an activity which is competitively engaged in, governed by a set of rules or customs for which the Insured Person receives a financial reward, payment or remuneration for the Insured Person(s) efforts and/or achievements. This will not include an Insured Person who participates in sporting activities on an amateur basis. For the purpose of this definition, amateur basis shall mean a financial reward or remuneration that is less than 25 per cent of the Insured Person(s) earnings.

**Riding Equipment** means protective head gear, saddles and other gear associated with the riding of the Animal(s).

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

**Situation** means the place specified in the Schedule and while temporarily removed anywhere in Australia.

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

**We, Us** and means CGU Insurance Limited  
ABN 27 004 478 371

# Section 1

## Mortality Insurance

### What is insured

We will insure You for Loss of Your Animal(s) occurring during the Period of Insurance stated in the Schedule or any future period for which the Policy is renewed. We will pay a sum not exceeding the Market Value of Your Animal(s) at the time of death or the sum Insured shown in the Schedule, whichever sum is lower.

### Additional cover

Subject to the above clause, We will also insure You against the Loss of Your Animal(s) directly from:

- by theft or straying of Your Animal(s);  
provided that:
  - as soon as possible after the theft or straying which may give rise to a claim on the Policy, You must give notice to the police and advertise at Your expense the Loss of Your Animal(s)
  - if Your Animal(s) is recovered and We have paid Your claim in the previous 21 days, You must immediately refund to Us the amount paid.
- the destruction of Your Animal(s) whilst on board an aircraft in transit on a recognised air route anywhere in Australia; such destruction being carried out by or on the order of the responsible authority at the time, and confirmed by a sworn statement that in their opinion the Animal(s) was/were so uncontrollable as to be a danger to the safety of the aircraft, crew passengers or cargo.

We will insure You against the Loss of Your Animal(s) if Your Animal(s) dies within thirty days of the expiry of the Period of Insurance, resulting directly and solely from an accident, illness, or disease occurring during the Period of Insurance and which would have constituted a claim under this Policy. It is a condition of this cover that You notify Us as soon as the injury or disease occurs.

### Conditions

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

It is a condition of this Policy that at the commencement of this Policy the Animal 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 of which 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 Animal already insured; and/or
- b) any Animal added to this Policy; 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 at the date of such increase, addition or other extension of or addition to coverage.

Our acceptance of a veterinary certificate or declaration of health shall neither remove or reduce the requirement of full compliance with this condition is respect of the Animal.

# Section 1A

## Loss of Use Insurance

### What is insured

Provided You have paid a Premium and subject to the terms and conditions of the Policy, We will insure You against Your Animal(s) being rendered permanently incapable, according to the agreed opinion of a Veterinarian representing You and a Veterinarian representing Us, of fulfilling the function described in the Schedule.

The condition rendering Your Animal(s) incapable of fulfilling that function must occur during the Period of Insurance and be as a direct result of an accident, illness or disease sustained or contracted during the Period of Insurance. No claim will be accepted after the Period of Insurance has expired. We will pay a sum not exceeding eighty per cent (80 per cent) of the Market Value of Your Animal(s) at the time of its incapacity or eighty per cent (80 per cent) of the Sum Insured shown in the Schedule, whichever is the lower.

Our undertaking is subject to the events excluded by this Policy and Your compliance with its conditions.

### What is not insured in Section 1 and Section 1A

Loss arising directly or indirectly from:

- You introducing or permitting to be introduced, a contagiously diseased or infected Animal:
  - among Your Animals; or
  - upon any part of the premises where Your Animals are kept, unless You can prove that You were not aware and could not reasonably be expected to be aware of the existence of any contagious disease or infection in the Animal.
- You permitting Your Animal(s) to:
  - mix with contagiously diseased or infected Animals; or
  - go into contaminated sheds or buildings, or into or upon any other place where diseased or infected Animals may have been. This does not apply if You can prove that You were not aware, or could not reasonably be expected to be aware, of the existence of such disease or infection in those Animals or where the Animals may have been.
- You failing to immediately, upon discovery of any Animal with contagious or infectious disease, completely separate and isolate the infected Animal from the remainder of Your Animal(s) and use all necessary and proper precautions to protect Your healthy Animal(s) from any chance of infection or contagion
- the use of Your Animal(s) for any purpose other than that specified in the proposal

- You failing to provide Your Animal(s) with:
  - sufficient and proper food, water, care and shelter; or
  - secure fences, yards, sheds or stabling.
- any surgical operation (excluding castration) unless conducted by a qualified Veterinarian and certified by him/her to have been necessitated solely as a result of an accident, disease or illness contracted or incurred during the Period of Insurance and required to have been carried out in an attempt to preserve Your Animal's life
- the administration of any prescribed medication unless by a qualified Veterinarian or experienced personnel directed by him/her
- racing other than where prize money for first place is \$2,000 or less
- clostridial disease (Enterotoxaemia, Black Leg, Blacks Disease, Tetanus and Malignant Oedema) unless Your Animal(s) has/have been vaccinated against these diseases
- Your Animal(s) being stallions and You:
  - turn them loose with mares or other Animals; or
  - do not keep them in a stable, enclosed yard or paddock, when not in use or travelling.
- anthrax, Anaplasmosis, Babesiosis, Footrot, Johnes Disease, Pleuro Pneumonia, Swine Fever, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis, Foot and Mouth Disease, Bovine Spongiform Encephalopathy (BSE or Mad Cow Disease), Brucellosis
- castration (unless performed by a Veterinarian), inoculation, spaying or firing
- improper use
- wilful neglect or unskilled treatment
- intentional or wilful injury by You
- transit by air or sea (other than in Australia)
- destruction by order of Government authority or local inspector acting under authority of any Act relating to Animals
- the use of Your Animal(s) whilst participating in polocrosse
- damage to the Animal(s) appearance (Cosmetic Loss of Use).

### How to make a claim Section 1 and 1A

#### Your duty

After the happening of any event which may give rise to a claim against Us, You or Your legal representative must:

- advise details to Us by telephone or facsimile within 24 hours. At Your own expense, and within 30 days (or such further time as We may in writing allow), give Us a statement, in writing, containing all particulars and details of Your Animal(s) affected and its/their value together with details of the injury or illness suffered, and furnish all vouchers, proofs, explanations and other evidence required by Us included with a statutory declaration if requested.
- at Your own expense, have a Post-Mortem examination of Your Animal(s) made by a qualified Veterinarian. The details of the examination are to be made available to Us. We will refund You up to \$250 towards the expense.

- take all reasonable precautions to prevent further disease, illness, accident, injury or death of Your Animal(s)
- take all reasonable precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable, retain such evidence until We have had an opportunity of inspection
- take all practical steps to recover Your Animal(s) and in the event of the Animal(s) being lost, or wilfully injured, give immediate notice to the police
- give Us a statement with details of any other insurances on Your Animal(s).

## Settlement of claims

The most We will pay (excluding Veterinarian expenses) is the Market Value of Your Animal(s) at the time of its/their Loss or the Sum Insured shown in the Schedule, whichever is the lesser.

Where payment is to be made in settlement of a claim, and any other party(ies) has/have an interest in Your Animal(s), then payment may be made to such other party(ies) to the extent of that interest. The discharge in respect of such payment will be full and final in respect of interests of all parties.

# Section 2

## Personal Liability Insurance

### What is insured

We will insure You for all sums, which You become legally liable to pay for compensation in respect of:

- Bodily Injury to any person; and
- damage to property;

resulting from an accident happening during the Period of Insurance and arising directly out of Your ownership of the Animal(s) named in the Policy Schedule. The maximum amount that We will pay for any one occurrence is the limit of liability shown in the Policy Schedule.

We will also pay all reasonable legal costs, charges and expenses incurred by Us or incurred by You with Our written consent in defence or settlement of any proceedings or which are recoverable from You in connection with any claim for compensation, provided that the limit of liability with respect to that claim has not otherwise been exhausted.

### What is not insured

We will not insure You for any claim for compensation:

- in respect of any legal liability to any member of Your family ordinarily residing with You or with whom You ordinarily reside
- in respect of Bodily Injury to any employee or Person who is deemed by any applicable law, to be Your employee arising out of or in the course of their employment
- arising out of a liability assumed by You by express contract, warranty or agreement, unless such liability would have attached to You notwithstanding such contract, warranty or agreement
- arising out of breach of duty owed in a Professional Capacity by You or by any Person for whose breach of such duty You are legally liable
- brought against You in any country outside Australia or any court in Australia exercising the jurisdiction of any country other than Australia
- for punitive, aggravated or exemplary damages
- in respect of the ownership, possession or use by You of any mechanically propelled vehicle, Horse Float, gooseneck or trailer, aircraft or watercraft
- arising from or in connection with letting out on hire or reward. This includes but is not limited to riding schools, riding tuition, adventure or trail rides
- arising out of the participation in or training for a Horse Race of any kind
- arising out of Your participating in or training for any activity in a Professional Capacity
- arising out of the playing of polo.

# Section 3

## Riding Equipment Insurance

### What is insured

We will insure You up to the amount specified in the Schedule for accidental loss or damage to Riding Equipment owned by You occurring during the Period of Insurance. A limit of \$2,000 any one item will apply unless otherwise specified.

### What is not insured

You are not insured for:

- the first \$50 of each and every claim under this section
- loss or damage caused by moth, vermin or any process of cleaning, repairing, restoring or alteration, normal upkeep or making good
- destruction, loss or damage occurring outside Australia
- under circumstances where You have not taken reasonable precautions to prevent loss, destruction of damage to Riding Equipment
- loss or damage as a result of gradual deterioration, wear and tear

### Settlement of claims

When damage or loss occurs, We will either:

- replace the property with the nearest equivalent new property; or
- repair the property to the condition it was in when new; or
- pay You the cost of replacement or repair.

We decide which one We will do.

# Section 4

## Horse Float Insurance

### What is insured

We will insure You against accidental loss or damage to Your Horse Float (including theft) caused by or arising out of an accident occurring during the Period of Insurance.

The basis of settlement will be at Our option to:

- repair, reinstate or replace Your Horse Float, or
- pay the amount of the loss of or damage to Your Horse Float provided such payment does not exceed the Sum Insured stated in the Schedule or the market value, whichever is the lesser.

### Additional cover

#### Legal liability

Provided You are not entitled to claim under any other Policy, We will insure You, subject to the limit of liability clause, for any amount which You may be held legally liable at law to pay by way of compensation for Bodily Injury to any person or damage to property as a result of an accident caused by or arising out of the use of Your Horse Float, excluding any occasion when it is attached to a towing vehicle or being carried on another vehicle or trailer.

#### Limit of liability

Our total liability to pay claims under this legal liability section is limited to ten million dollars (\$10,000,000) in respect of all claims arising out of any one accident or series of accidents arising out of the one event.

#### What is not insured

We will not insure You for loss, damage or liability occurring in the following circumstances:

- if the vehicle towing or carrying Your Horse Float is driven by any person who is not licensed to drive such a vehicle under all relevant laws, bylaws and regulations applicable to the state in which the vehicle was driven
- if the vehicle towing or carrying Your Horse Float is being driven by or is in the charge of any person:
  - under the influence of any drug or of intoxicating liquor; or
  - in whose blood the percentage of alcohol as indicated by analysis of the person's breath or blood was in excess of the legal limit prescribed in the State or Territory where the accident or event took place, or who refused or failed to submit a specimen for testing, or who refused to submit to a breath analysis test as required by law in that State or Territory.

Provided that this exclusion shall not apply:

- to the extent that there are relevant statutory provisions to the contrary
- to cover provided to You if You prove that You did not consent to Your Horse Float being towed or carried or being in the charge of the person when that person was so affected.

- if Your Horse Float is being:
  - used for any purpose other than that for which it was made
  - used for an unlawful purpose
  - used illegally
  - used for hire
  - used when it is in an unsafe condition and You knew or should have known it was unsafe to use.
- for Your loss of use or depreciation, wear and tear, mechanical, structural or electrical breakdown, failures or breakages to Your Horse Float
- for destruction of, or theft of, or from Your Horse Float after an accident, if reasonable steps to protect or safeguard your horse float have not been taken
- damage to the tyres that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres
- if You deliberately cause an accident. We will not pay for any liability that follows from this
- for damage to property that belongs to, or that is in the control of:
  - You or any member of Your family who normally lives with You
  - any other Person who normally lives with You
  - any Person You employ.
- for personal injury to:
  - You or any member of Your family who normally lives with You
  - any other Person who normally lives with You
  - any Person You employ.

## Excess

You must pay the first \$200 of each and every claim under this section.

You do not need to pay this amount if:

- You are involved in an accident and:
  - the accident was not Your fault; and
  - You can provide Us with the name and current address of the Person who caused the accident.

We will decide who was at fault in the accident.

## Conditions applying to Section 4 of the policy

### What you must do after an accident

In the event of an accident involving Your Horse Float, there are a number of matters You must attend to. These are:

- do not admit liability for the accident
  - unless We agree in writing, no Person entitled to protection under this Policy shall make any admission of guilt or promise or offer of payment in connection with any such claim
- obtain details of other parties.
  - You should exchange names and addresses with other persons involved, obtain names of their insurers, and if possible, the names and addresses of witnesses.
- communicate with Us as soon as possible.
  - You or Your legal representative must provide full details in writing as soon as possible after the occurrence of any accident or event, which may become the subject of a claim under this Policy.
  - Any communication from other parties must be sent to Us immediately. Any notice of impending prosecution or details of any inquest or official enquiry must be advised to Us without delay.
- do not, without Our prior consent, authorise repairs to Your Horse Float, which is the subject of a claim under this Policy.

# Section 5

## Personal Accident Insurance

### When we will pay

If during the Period of Insurance You sustain accidental injury or Accidental Death while riding or directly tending to any Animal(s) specified in the Schedule, We will pay the benefits specified in the Schedule. The injury and or death must be caused by an insured event result directly and independently of any other cause.

### Insured Events

- Death which occurs within twelve calendar months of the date of the accident causing death.
- Total and permanent disablement, which means disablement lasting in excess of twelve calendar months from the commencement of disablement, and at the end of that period is considered unlikely to improve, and which entirely prevents You from attending to Your occupation or business or, if You have no occupation or business, from Your usual duties.

### The benefits

If either of these events occur, We will pay You or Your estate the Sum Insured shown on the Schedule. The benefit is payable in respect to one event only.

### When we will not pay

- We will not pay any benefit for an accident, illness or disease which results directly or indirectly from suicide or attempted suicide or intentional self-injury.
- We will not pay any benefit for an accident, illness or disease which occurs while the Animal(s) is/are being used for any purpose other than that described in the proposal form.
- We will not pay any benefit for an accident, illness or disease which occurs while You were under the influence of intoxicating liquor, narcotics or drugs.
- We will not pay any benefit for an accident, illness or disease arising out of the participation in or training for a Horse Race of any kind.
- We will not pay any benefit for an accident, illness or disease arising out of Your participation in or training for any activity in a Professional Capacity.

## Conditions applying to Section 5 of the policy

- Medical examination and evidence of disablement.  
We will not pay any benefit unless You undertake at Our expense such medical examinations as We may reasonably require. You must provide to Us all certificates and evidence, from a legally qualified medical practitioner, as We may require and in the form We prescribe.
- Notification of accident.  
It is a condition of the payment of any claim that We are notified as soon as reasonably practical of any accident which may result in a claim under this Policy.
- Medical treatment and advice.  
It is a condition of the payment of any claim under this Policy that, upon sustaining accidental injury which may result in a claim under this Policy, You seek, obtain, and follow the advice of a legally qualified medical practitioner in respect to the treatment for that injury.
- In relation to the benefit payable, the following age limits apply:
  - under 12 years of age, no benefit is payable
  - between 12 years and 15 years of age, 25 per cent of the benefit is payable
  - between 16 years and 70 years of age the benefit as shown on the Schedule is payable
  - over 70 years of age, no benefit is payable.

### Special condition

If You die, We may require a Post-Mortem examination. We will pay for this examination.

# Section 6

## Veterinary Fee Cover

### What is insured

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

Requirement for veterinary treatment must be advised to Us during the period of insurance in accordance with the conditions detailed below under 'How to make a claim'

Veterinary treatment will only be paid for costs incurred within 12 months of the accident or the onset of the injury, illness or disease

### What is not insured

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

1. veterinary treatment unless performed by a veterinary surgeon
2. Veterinarian costs incurred in connection with routine preventative treatment such as inoculations or vaccinations. Dentistry, spaying, castration, hereditary or congenital complaints or foaling risks are not covered unless complications arise.
3. any cost incurred as a result of euthanasia and Post-Mortem, carcass disposal or cremation unless extended on the Schedule of insurance. (Limited cover for Post-Mortem cost included under Section 1&1A).
4. husbandry costs, livery expenses or transportation costs, cost of horse walker or specialist exercise regime including spa treatment
5. Veterinarian costs arising out of injury, illness or disease contracted within the first 14 days after inception of this Policy or 14 days from the date of the Animal being added to this Policy
6. Veterinarian costs for conditions not notified to Us during the period of insurance
7. Veterinarian costs incurred more than 12 months after the onset of the injury, illness or disease
8. Alternative Treatment costs unless agreed by Us
9. costs incurred for Alternative medicine and Treatment, including but not limited to osteotherapy, physiotherapy, acupuncture, hydrotherapy and the like, unless authorised by Us and Our advising Veterinarian in writing prior to the commencement of treatment
10. the proportion of hospitalisation costs incurred following surgery which relates to stabling at a veterinary hospital
11. costs incurred in preparing Veterinarian reports or claim forms.
12. referrals carried out as a second opinion, or referrals to a specialist veterinary centre or hospital, unless it has been recommended by the attending Veterinarian and a veterinary report to this effect is submitted prior to the referral, or in the case of any urgent referral, verbal advice must be given to Aon Risk Services Australia Limited

13. behavioural problems unless established and certified by Your Veterinarian to have resulted from injury, illness or disease consequent upon an accident during the period of insurance.
14. vices
15. routine costs for pregnancy and/or foaling
16. wolf teeth.

### How to make a claim

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 Animal, You shall immediately, at Your own expense, employ a Veterinarian and, if required by Us, allow removal of the Animal for treatment; and
- b) in the event of the death or Humane Destruction of the Animal, You shall immediately at Your own expense arrange for a Post-Mortem to be conducted by a Veterinarian and submit a copy of the report to Us as soon as possible after the death or Humane Destruction of the Animal; and
- c) in the event of either (a) or (b), You shall immediately give notice to Us, We will decide if We wish to instruct a Veterinarian on Our behalf;
- d) We have the right to have a Post-Mortem carried out by Our Veterinarian at Our own expense.

### Settlement of claims

When veterinary fees are incurred.

The most We will pay, is the sum insured shown in the Schedule or \$7,500.00 in total any Policy year whichever is the lesser.

We will only pay 25 per cent of costs incurred for MRI and Scintigraphy.

A detailed account from the attending Veterinarian showing consultation details, drugs and mileage must be supplied to support all claims for Veterinary Fee Cover.

### Excess

You must pay the first \$500 of Veterinarian fees for any individual accident, injury, illness or disease.

### Optional extensions

You may extend your policy to include the following covers. These covers only apply if they are shown in your Schedule:

- a) Additional Veterinarian Post-Mortem Expenses. This cover is limited to \$300.
- b) Advertising costs following theft or straying of insured Animal. This cover is limited to \$300.
- c) Cost of removing remains of the insured Animal following Death. This cover is limited to \$300.

# General Conditions

## What all sections of the policy do not cover

We will not pay claims for Loss, damage or liability caused by or arising from:

- war or warlike activities, which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, looting, sacking or pillage following any of these
- contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel
- lawful destruction or confiscation of Your property
- mildew, atmospheric or climatic conditions
- any event that does not occur within the Period of Insurance
- anything that You or anyone acting for You deliberately cause

## Cancelling your policy before the due date

You can cancel this Policy or any section at any time. To do this You must ask Us in writing to cancel Your Policy or any section. This Policy or the section will end when We receive Your request.

We can cancel this Policy or any section if You do any of the following:

- make a misleading statement to Us when You apply for Your insurance
- fail to tell Us anything You should tell Us when You apply for this Policy, renew this Policy and when You change or reinstate this Policy
- fail to comply with the conditions of this Policy
- fail to pay the Premium for this insurance
- are not fair and open in Your dealings with Us
- make a claim during the period of this Policy that is not true. The claim does not have to be under this Policy and can be with Us or another insurance company.

We may also cancel this Policy or any section if You fail to notify Us of a change in the circumstances of the risk during the Period of Insurance. If We cancel this Policy or any section, We must advise You in writing.

To do this, a notice will be delivered to You or posted to You.

## Return of premium if your policy is cancelled before the due date

If Your Policy or any section is cancelled before the due date:

- We will keep the Premium for the period that the Policy or the section has been in force
- We will return to You the Premium for the period from the date the Policy or section ended to the due date of the Policy.

## You cannot give your rights away

You cannot give anyone else an interest in this Policy without Our written consent.

## You give us your rights

If You have a right to claim against someone else for a claim You made under this Policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name.

You must not do anything which prevents Us from doing this and You must give Us all the information and co-operation We require.

## The law that applies to this policy

Any disputes arising from this Policy will be determined by the courts, and in accordance with the laws, of the State or Territory of Australia where this Policy is issued.

## What you are required to do for us

- You must tell Us as soon as possible of anything that changes the facts or circumstances relating to Your insurance.
- You must tell Us in writing, before each renewal of this Policy, if You have been affected by any injury, illness or disease, or physical or mental abnormality.
- You must comply with the conditions of this Policy and You must cooperate with Us in exercising Our rights.

We may decide to discontinue or change the cover or apply an additional Premium.

## Other insurance

You must notify Us in writing if other insurance is effected which covers any matter covered by this Policy in whole or in part.

To the extent permitted by law, when other insurance applies to a covered Loss, We will only pay in excess of the other insurance, limited to the indemnity being provided under this Policy, unless that other insurance was specifically written to be excess over the indemnity provided by this Policy.

# Goods and Services Tax

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

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

## How to make a claim under this Policy

Please contact Your nearest CGU Insurance office when something happens for which You believe You can claim.

### What you must do when you make a claim

You must advise Us by telephone or in writing as soon as practicable after You suffer a Loss. If You do not make a claim within a reasonable time of the Loss We may reduce what We pay You to allow for any financial prejudice We may have suffered because of the delay.

You must also:

- take all reasonable steps to stop any further Loss from occurring
- advise the nearest police station if Your property is lost or stolen, vandalised or maliciously damaged. We may ask You to give Us a written report from the police
- keep the property that has been damaged so We can inspect it
- tell Us about any prosecution or inquest that may be held
- send Us any document relating to Your claim within 72 hours of You receiving the document
- provide Us with all the information We require including valuations, receipts, proof of ownership and statutory declarations if requested
- give Us all the information and cooperation that We require including access to any Person(s), and promptly forward to Us all correspondence received by You concerning the accident, event, claim, damage or Loss.

### What you must not do when you make a claim

You must not do any of the following:

- repair or replace any damaged property without Our consent
- pay, promise to pay, or offer payment, or admit responsibility for a claim.

### Claim payment examples

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

#### Claim Example 1

##### Section 1 – Mortality

Sum insured of your Animal is \$5,000, Market Value value is \$4,500.

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

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

#### Claim Example 2

##### Section – 1A – Loss of use

You have selected cover for a Sum Insured of \$5,000.

Your Animal is rendered permanently incapable of fulfilling the purpose for which it is kept on the opinion of a Veterinarian.

The Market Value of the Animal is \$6000.

We will pay You the Sum Insured of \$4,000. Being 80% of the Sum Insured. No excess is payable.

#### Claim Example 3

##### Section 3 - Riding Equipment

Excess \$50.

Theft of Your saddlery.

The market value of Your saddlery is \$1,500.

An excess \$50 applies.

We pay You the market value of the saddlery of \$1,500 less \$50 excess totalling \$1,450. ( $\$1,500 - \$50 = \$1,450$ )

#### Claim Example 4

##### Section 4 – Horse Float

Sum insured of Horse Float is \$20,000.

Excess \$200

Your Horse float is damaged in an Accident causing \$5,000 damage.

We arrange for a repairer to repair the damage to the Horse float.

We pay the repairer \$4,800.

You pay the \$200 excess to the repairer.

#### Claim Example 5

##### Section 5 – Personal Accident

Insured Benefit is \$50,000

You are involved in an Accident whilst riding Your Animal that results sustain Bodily Injury whilst riding the Animal specified in the Schedule of Insurance, resulting in Your Permanent Total Disablement.

We will pay You \$50,000. No excess is payable

#### Claim Example 6

##### Section 6 – Veterinary Fee Cover

Excess \$500

Your Animal is injured and requires Veterinarian treatment.

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

We pay You \$ 2,500 less \$500 excess totalling \$2,000. ( $\$2,500 - \$500 = \$2,000$ )

# Notes



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