

# recreational horse

insurance product disclosure statement and policy



This is an important document. If you cannot read and understand English, please use an interpreter to explain it to you before entering into this contract of insurance.

Questo è un documento importante. Se non avete una buona conoscenza dell'Inglese, per favore fatevelo spiegare da un interprete prima di concludere un contratto di assicurazione.

Αυτό είναι πολύ σπουδαίο έγγραφο. Αν έχετε δυσκολία με τα Αγγλικά, παρακαλείστε να μεταχειρισθείτε διερμηνέα να σας το εξηγήσει προτού συνάψετε μια ασφαλιστική συμφωνία.

這是一份重要文件。如你不諳英語，在投保前，請先用傳譯員為你解釋保險合約。

ان هذه الوثيقة هامة. إذا كنت لا تجيد الإنكليزية، يرجى استعمال مترجم كي يشرحها لك قبل أن تدخل طرفاً في عقد تأمين.

Dies ist ein wichtiges Dokument. Falls Sie die englische Sprache nicht beherrschen, lassen Sie es sich von einem Dolmetscher erklären, bevor Sie einen Versicherungsvertrag eingehen.

Đây là một văn kiện quan trọng. Nếu quý vị không thông thạo tiếng Anh, xin vui lòng nhờ thông dịch viên giải thích để quý vị hiểu rõ trước khi ký tên vào hợp đồng bảo hiểm.

Este es un documento importante. Si Ud. No tiene conocimientos sólidos de inglés, pida a un intérprete que le explique el documento antes de contratar el seguro.

នេះគឺជាឯកសារមួយដែលមានសារៈសំខាន់ ។ ប្រសិនបើអ្នកពុំសូវចេះភាសាអង់គេសច្បាស់លាស់ទេ សូមស្នើសុំអ្នកបកប្រែភាសាឲ្យពន្យល់ប្រាប់អ្នកមុនពេលអ្នកយល់ព្រមចុះកិច្ចព្រមព្រៀងធានារ៉ាប់រងណាមួយ ។

# Welcome to the security of CGU Insurance

## This booklet is important

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001.

To assist you to locate specific items in the policy wording, a table of contents is provided on page 3.

## Introduction

### Who is the insurer

CGU Insurance Limited is the insurer of the insurance policy. Our Australian Business Number (ABN) is 27 004 478 371. Our Australian Financial Services (AFS) Licence number is 238291. In this booklet the insurer is called 'we', 'us' or 'our'.

### 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)

## The purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording which commences on page 4 for a full description of the terms, conditions and limitations of the insurance policy.

## General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown

in the policy wording under 'General Insurance Code of Practice' on page 4. Brochures on the Code are available from your nearest CGU Insurance office.

## Your cooling-off period

We will refund all premium paid for cover under the insurance policy if you request cancellation of the insurance policy within 21 days of its commencement. To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office. You will not receive a refund if you have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'Money Back Guarantee' on page 4.

## What to do if you have a dispute

If you have a concern about the insurance policy, our decision on your claim, our service or the service of our authorised representatives, loss adjusters or investigators, you may access our internal dispute resolution process. To do so, please contact your nearest CGU Insurance office.

In the event we are unable to resolve your concern through our internal dispute resolution process, you may then request the matter be reviewed by the external dispute resolution scheme administered by the Financial Ombudsman Service (FOS)

Further details about complaint and dispute resolution details are available from any CGU office.

## Your privacy

We treat your personal information with care. We will not release your personal information to anyone else other than another insurer, an insurance reference service or as permitted or required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers. Details about your privacy are shown in the policy wording under 'The way we handle your personal information' on page 6.

## Your duty of disclosure

We rely upon the information you provide to us when you apply for insurance, and when you renew, change or reinstate your policy. You must tell us anything that you know, or should know, that could affect our decision to insure you and/or the terms on which we insure you.

Details about disclosure information are shown in the policy wording under 'What you need to tell us' on page 5 and 'What you do not need to tell us' on page 5.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## 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 are shown in the policy wording under 'How to make a claim' on page 8, and 'You give us your rights' to claim from anyone else on page 8.

## 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 9.

## Significant features and benefits

- ◆ Death of your horse.
- ◆ Loss by theft or straying of your horse.
- ◆ Loss of your horse if it is destroyed on board . an aircraft in transit in Australia.

## Exclusions

Our insurance is designed to provide protection for you in the event of something happening which has been insured against.

Under some circumstances, this policy will not provide any insurance cover to you. For example, the policy wording shows that we do not pay for **loss** or damage caused by you introducing or permitting to be introduced, a contagiously diseased or infected animal or permitting your animal to mix with contagiously diseased or infected animals; or go into sheds or buildings, or into or upon any place where diseased or infected animals may have been or 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.

Refer to page 7 for full details of what is not insured.

## Significant risks

The sum we will pay will be based on the sum insured shown on the schedule or the market value of the animal whichever is the lesser.

## Disclosure

You have certain disclosure obligations that you need to comply with. Failure to comply with these obligations may have consequences in terms of both your insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under 'What you need to tell us' on page 5 and 'What will happen if you do not tell us' on page 5.

## Costs

The premium payable by you will be shown on your schedule. The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for recreational horse insurance. These can include factors relating to the type of animal being insured and the use of the animal being insured.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

## Intermediary remuneration

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.

## Table of contents

### Recreational horse insurance

What you need to tell us	5
What you do not need to tell us	5
What will happen if you do not tell us	5

### Important information

When you are insured	5
Operations and anesthetics	5
Claims	5
Who is the insurer	5
Who is insured	5
Words that have a special meaning	5
The way we handle your personal information	6

### What is insured

Additional cover	6
------------------	---

### What is not insured 7

### How to make a claim

Your duty	8
Settlement of claims	8

### General conditions

Cancelling the policy before the due date	8
Return of premium if your policy is cancelled before the due date	8
You cannot give your rights away	8
You give us your rights	8
The law that applied to this policy	9
Goods & Services Tax	9



# Recreational Horse Insurance Policy

Please read this policy before you apply for insurance. This policy sets out the terms, conditions and limits that apply for the insurance we offer to you. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

Our agreement with you is made up of your application, this insurance policy, the schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this insurance policy in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance policy, please contact your insurance adviser. We are happy to give you personal attention and service in relation to this or any other insurance enquiry.

## CGU Insurance Triple Guarantee

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

### Service Guarantee

We will 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 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.

## Our commitment to you

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 this 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 this 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 option(s) 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 your dispute does not fall within the scope of the FOS's Terms of Reference.

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

## Our Agreement

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 **loss** must be as a result of any accident sustained or illness or disease contracted and advised to us during the period of insurance and any future period for which we may accept payment of premium.

The policy, **schedule**, application and endorsements together form the agreement.

### 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 need not 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

We can reduce the amount we pay you for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, we can treat your policy as if it never existed.

## Important information

### When you are insured

Your insurance begins when we accept your application. 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' relating to any surgical operation on page 7 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.

### Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this policy the insurer is called 'we', 'us' or 'our'.

CGU has relationships with brokers, Authorised Representatives and other intermediaries who issue CGU policies. CGU pays remuneration to brokers, Authorised Representatives and other intermediaries when they issue, renew or vary CGU policies.

### Who is insured

'You', 'your', 'insured' – means the person(s), company, partnership or firm named in the schedule of this policy.

### Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we will tell you what the meaning is in the policy. Wherever a word with a special meaning is printed in this policy, it will be shown in **bold** print.

**Animal(s)** – means the horse(s) described in the schedule of this policy.

**Foal** – means a horse up to one year of age.

**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**.

**Race** – means a horse race where the prize money for first place is more than \$2,000.

**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 registered veterinary surgeon who is not insured under this policy.

## The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, and processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

If you wish to update or access the information we hold about you, contact us.

## What is insured

We will insure you for death 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:

- ◆ Loss 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, you must immediately refund to us the amount paid.
- ◆ Loss arising from 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 30 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.



## What is not insured

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 application.
- ◆ 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 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 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 has been vaccinated against these diseases.
- ◆ Crossbreeding, unless agreed by us and noted on the **schedule**.
- ◆ 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.
- ◆ 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.
- ◆ 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.
- ◆ 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, inoculation, spaying or firing.
- ◆ Improper use.
- ◆ Surgical operation unless necessary to preserve the life of the **animal**.
- ◆ Wilful neglect or unskilled treatment.
- ◆ Intentional or wilful injury by you.
- ◆ Transit by air (other than in Australia) or sea.
- ◆ Destruction by order of Government authority or local inspector acting under authority of any Act relating to animals.

## How to make a claim

### 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 including 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.
- ◆ 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 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 to us in respect of that interest.

## General conditions

### 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.

## **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.











**Preparation date:**  
12/04/2004



Insurer  
**CGU Insurance Limited**  
ABN 27 004 478 371  
AFS Licence No. 238291