



## Equine Combined Liability Policy\_01112020

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# Building loyal partnerships

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# 1. Your Equine Combined Liability Policy

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## Gow-Gates

Gow-Gates Insurance Brokers Pty Ltd (Australian Financial Services License 245432) are one of Australasia's only specialist brokerages dedicated to offering insurance products for horses and related businesses.

With over 40 years of experience in the equine industry, they provide professional advice from a team who share a passion and genuine interest for the industry.

Gow-Gates are proudly Australian owned and are committed to delivering exceptional customer service to our clients

## Important Documents

This document provides only a summary of the main benefits and policy terms and conditions provided under Your Equine Combined Liability Insurance Policy.

For full details of the policy terms and conditions You should read the policy document which will be available to You when the insurance is taken out or immediately afterwards. You may request a copy of the policy at any time during the process.

The Equine Combined Liability Insurance Policy is an annual insurance contract (unless expressly stated otherwise) and may be renewed each year, subject to the terms and conditions applicable at the time. You should review and, if necessary, update Your cover periodically to ensure it remains accurate and fulfils Your insurance needs.

This document has been prepared to assist You in understanding Your Equine Combined Liability Insurance Policy and making an informed choice about Your insurance needs.

This document 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 document under the heading 'Your Equine Combined Liability Policy Wording'.

To determine if this insurance is appropriate for You, it is important that You read this document and Policy Wording carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that Gow-Gates are providing for You. If You do not fully understand anything which is in this document and Policy Wording, please contact Gow-Gates for clarity on the situation.

## Your Insurer

This Insurance Policy is underwritten by Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. Liability is limited. ABN 84 600 643 034, AFS License 466 713).

In this document Berkshire Hathaway Specialty Insurance Company is referred to as "We", "Us" and "Our".

In this document the Insured is referred to as "You" and "Your".

In this document Gow-Gates is referred to as the "Binding Agent".

We pay remuneration to the Binding Agent when they issue, renew or vary a policy the Binding Agent has arranged. The type and amount of remuneration varies and may include commission and other payments.

## 2. Important Information

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### Your Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance, Your duty however does not require disclosure of matters:

- That diminishes the risk to be undertaken by Us;
- That are of common knowledge;
- That We know, or in the ordinary course of business ought to know;
- As to which compliance with Your duty is waived by Us.

### Non-Disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

### General Insurance Code of Practice & Privacy Act

Gow-Gates Insurance Brokers Pty Ltd & Berkshire Hathaway Specialty insurance Company proudly support the General Insurance Code of Practice (the "Code"), and are committed to raising standards of service to Our customers. This voluntary code sets out the minimum standards We will uphold in the services We provide to You.

#### Privacy Act – Binding Agent:

The Privacy Act sets out how the Binding Agent collects, uses, discloses and protects Your personal information. It also describes the circumstances for You to access and, if necessary, correct Your personal information.

You may access Your personal information by contacting Your Binding Agent. The information We collect is used to assist us to provide You with our general insurance products and to manage our relationship with You.

If You do not wish to provide Us with Your personal information, We will not be able to supply Our products to You.

#### Privacy Act – Insurer:

Berkshire Hathaway Specialty Insurance Company, along with all companies in the Berkshire Hathaway Group of Insurance Companies, are committed to safeguarding Your privacy and the confidentiality of Your personal information. We, and entities acting on Our behalf, only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance policy, including managing and administering any claim made by You. Without Your personal information, We may not be able to issue insurance cover, administer Your insurance or process Your claim.

We will only use Your personal information in accordance with the Privacy Act 1988 (Cth) and for the purposes outlined above.

We may disclose Your personal information to other companies in the Berkshire Hathaway Group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in India, Singapore, Hong Kong, Malaysia, the United Kingdom, Germany, New Zealand and the United States of America. Where such disclosure is made, We make all reasonable efforts to ensure that the arrangements We have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

If You wish to obtain details of the personal information We hold about You (including contacting Us to correct or update the personal

information We hold about You), or if You have a complaint about a breach of Your privacy, please refer to Our privacy policy available at;

<http://www.bhspecialty.com/privacy-policy.html>,

or contact Our Privacy Officer by email to [australasia.privacy.compliance@bhspecialty.com](mailto:australasia.privacy.compliance@bhspecialty.com).

We reserve the right to refuse access under the grounds permitted by the Privacy Act 1988 (Cth) and if You are seeking information on another person's behalf, We will require written authorisation from that individual.

### **Cost of Insurance**

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 Policy Schedule.

### **Paying Your Annual Premium**

You must pay the annual premium by the due date to Your insurance broker.

### **Deductible**

A Deductible is the amount You may be required to pay if a claim is made. The deductibles applicable are set out in the Policy Schedule. Any additional deductibles are shown under each section of the Policy wording.

### **Significant Risks**

You need to make sure that You are satisfied 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 Policy Schedule and Policy, subject to its other terms, conditions and exclusions.

A deductible may apply when You make a claim. A deductible is the part of a claim You must bear and is payable for each occurrence covered by this insurance.

When a deductible applies We will reduce the amount We pay by the amount of the deductible or We will ask You to pay it. Any deductible(s) that apply will be shown in Your Policy Schedule.

We only cover Your interest in Your Horse 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:

1. 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 "Exclusions" of each insured section, and "General Exclusions". Additional Exclusions may be detailed in the Policy Schedule.)
2. If You do not comply with the terms and conditions of Your Policy
3. If You do not comply with Your duty of disclosure or make a misrepresentation; or
4. 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.

### **Claims Notification**

If You wish to make a claim under the insurance You should contact Us immediately via the Binding Agent.

In the event of any incident which may result in a legal liability claim being made against You, You should immediately notify Us and provide any other information and assistance as We may require. You should immediately forward to Us any letter, claim writ, summons or other legal document that You receive in connection with the

claim. You should not admit liability or offer or agree to settle any claim without Our written consent.

### **Complaints**

Any enquiry or complaint relating to this Insurance should be referred to the Binding Agent shown below in the first instance.

Binding Agent: Gow-Gates Insurance Brokers Pty Ltd can be contacted by:

Phone: 02 8267 9999  
 Email: [info@gowgates.com.au](mailto:info@gowgates.com.au)  
 Postal Address: GPO Box 4731, Sydney NSW 2001.

Whilst reviewing Your complaint the Binding Agent will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of Your complaint

- Do everything possible to resolve Your complaint

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. Liability is limited. ABN 84 600 643 034, AFS License 466 713).

Level 23, 420 George, Street, Sydney NSW 2000  
[complaints.australia@bhspecialty.com](mailto:complaints.australia@bhspecialty.com)

We are obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

### **Law Applicable to the Insurance**

This Insurance shall be subject to the law of the Australian State or Territory in which the contract was formed.

### 3. Significant Features and Benefits

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#### Section 1 – Public Liability

Includes cover for Your legal liability to pay compensation resulting from accidental Bodily Injury to third parties or accidental Property Damage to their property arising out of Your Business.

We will also pay Costs and Expenses incurred with Our written consent.

The maximum amount that We will pay under the Public Liability section in respect of any one Occurrence or in all is shown in the Schedule.

You pay the deductible, as shown in the Schedule, in respect of each and every Occurrence.

#### Section 2 – Products Liability

Includes cover for Your legal liability to pay compensation resulting from accidental Bodily Injury to third parties or accidental Property Damage to their property arising out of any goods or Products sold or supplied by You in the course of Your Business.

We will also pay Costs and Expenses incurred with Our written consent.

The maximum amount that We will pay under the Products Liability section in respect of any one Occurrence and in the Period of Insurance is shown in the Schedule.

You pay the deductible, as shown in the Schedule, in respect of each and every Occurrence.

#### General Extensions

##### Contractual Liability and Indemnity to Principal

We will provide cover for You for liability assumed by You, and We will extend cover to the Principal if their liability to a third party arises out of Your performance of Your contract or agreement with that Principal.

##### Cross Liabilities

If You, named in the Schedule, is made up of multiple parties, We will cover each party as if a separate insurance had been issued to each of them. However, We will not pay any amount exceeding the limit stated in the Schedule.

##### Work Health & Safety (WHS) Act Defence Costs

Includes cover for Costs and Expenses awarded against You if prosecuted as a result of an alleged offence under any State, Territory or Commonwealth WHS Act or similar safety legislation in Australia, in circumstances which may be the subject of a claim under the policy.

##### Sudden and Accidental Pollution

We will extend cover for Your legal liability to pay compensation resulting from Bodily Injury or Property Damage caused by Pollution which results from a sudden, accidental, identifiable, unintended and unexpected incident.

##### Court Attendance

If We request any of Your directors or partners to attend court as a witness in connection with Your claim, We will provide compensation up to \$250. per day for each day of attendance, or up to \$100. per day for each day of attendance in respect of Employees.

#### **You are not covered for:**

- Death of or Injury to Horses belonging to You. In respect of non-owned Horses in Your care custody or control, cover is only provided if the Care, Custody or Control Specific Extension is included.
- Damage to any wall, fence, hedge, gate, land or crops unless caused by a straying or bolting Horse.
- Any claim arising from advice, design or specification given for a fee, or in circumstances where a fee would normally be charged.
- Liability arising out of an Employee sustaining Bodily Injury in the course of their employment with You.
- Deliberate acts or omissions.
- Financial Loss.
- The use of Mechanical Horses/Bulls.



## **Specific Extensions**

Included only if specified in the Schedule as “Included”.

### Members’ Indemnity

The insurance in respect of a Riding or Driving Club will extend so that Your members are covered in the same manner that You would be.

### Member to Member

Further to the Members’ Indemnity extension, cover will apply to a member if their actions result in Bodily Injury or Property Damage to another member of Your club.

### Care Custody or Control

This policy will extend to cover You in respect of Your liability for injury, illness or disease (fatal or non-fatal) to Horses in Your care, custody or control.

### Customers’ Indemnity

This extension provides cover to any customer of You, in the like manner it would cover You, in

respect of liability which You would have been entitled to under the policy if the same claim was made against You.

### Personal Liability

We will cover You, Your proprietor director, manager, immediate family members, or anyone handling or riding Horses belonging to, or in Your care custody or control, if they have Your permission to do so, for personal pleasure purposes and not in connection with Your Business.

### Errors & Omissions

This extension is based on a “claims made” wording and will only cover claims first made against You, and notified to Us, within the policy period.

Includes cover for claims and claimant’s legal Costs and Expenses arising out of negligent acts, errors or omissions committed or alleged to have been committed by You in the course of the Business.

## 4. Your Equine Combined Liability Policy Wording

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This insurance contract is written under a 'Binding Authority Agreement' which gives the Binding Agent authority to bind insurance contracts on behalf of Us. In arranging this policy the Binding Agent will be acting as an agent of Ours for this contract and not as Your agent for this policy.

The Binding Agent does not have authority to settle claims. In all aspects the Binding Agent is not the Insurer for this insurance and are not liable for any loss or claim.

You are requested to read this policy and, if it is incorrect, return it immediately for alteration. In all communications the Policy Number appearing on the Schedule should be quoted.

Berkshire Hathaway Specialty Insurance Company proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Binding Agent shown below in the first instance.

Binding Agent:

Gow-Gates Insurance Brokers Pty Ltd can be contacted by:

Phone: 8267 9999

Email: [info@gowgates.com.au](mailto:info@gowgates.com.au)

Postal Address: GPO Box 4731, Sydney NSW 2001.

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. Liability is limited. ABN 84 600 643 034, AFS Licence 466 713).

Level 23, 420 George, Street, Sydney NSW 2000  
Contact: [complaints.australia@bhspecialty.com](mailto:complaints.australia@bhspecialty.com)

The amount of Premium specified herein is the amount due to Us and any commission allowed by the Binding Agent is to be regarded as remuneration for placing this Insurance.

This policy, the Schedule (including any Schedule issued in substitution) and any endorsements shall be considered one document. The proposal, including the declaration or any information supplied by or on behalf of You, shall form the basis of this contract between You and Us and shall be considered as incorporated herein.

**Provided always that any Section of this Insurance stated to be "Not Covered" in the Schedule shall be inoperative.**

## 5. Definitions

Where the following words or phrases appear in this policy or the Schedule or the Endorsements they will always have these meanings.

| <b>Term</b>                 | <b>Definition</b>  |
|-----------------------------|--|
| <b>ASBESTOS</b>             | <p>means:</p> <ul style="list-style-type: none"> <li><b>a.</b> That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite; or</li> <li><b>b.</b> That group of man-made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres.</li> </ul> <p>and includes Asbestos products and Products containing Asbestos.</p>   |
| <b>BODILY INJURY</b>        | <p>means:</p> <p>physical injury, death, illness, disease, disability, shock, fright, mental injury, mental anguish, or emotional distress.</p>  |
| <b>BUSINESS</b>             | <p>means the description specified in the Schedule and shall include:</p> <ul style="list-style-type: none"> <li><b>a.</b> the ownership or occupation of premises by You including incidental repair and maintenance;</li> <li><b>b.</b> the provision and management by You of catering, sports, sponsorships, social welfare, health and safety and educational organisations, fire, first aid, medical ambulance and security services owned by You in their respective capacities as such;</li> <li><b>c.</b> private work undertaken with the consent of You by any person under a contract of service or apprenticeship with You for any director, partner or senior official of Yours, in connection with Your commercial activities; or</li> <li><b>d.</b> participation in exhibitions and/or performances.</li> </ul> |
| <b>COSTS &amp; EXPENSES</b> | <p>means:</p> <ul style="list-style-type: none"> <li><b>a.</b> all reasonable costs fees and expenses incurred with the prior written consent of Us in the defence or settlement of any claim;</li> <li><b>b.</b> claimants costs, fees and expenses that You shall become legally liable to pay in connection with any claim for which You are indemnified under this policy; or</li> <li><b>c.</b> all reasonable costs fees and expenses incurred with the written consent of Us for representation of You at proceedings in any court arising from any alleged breach of statutory duty or at any coroners inquest or fatal accident enquiry relating to a claim which may be the subject of indemnity under the Insurance.</li> </ul>   |
| <b>ELECTRONIC DATA</b>      | <p>includes, but is not limited to:</p> <p>Information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.</p>  |
| <b>EMPLOYEE</b>             | <p>means:</p> <ul style="list-style-type: none"> <li><b>a.</b> any person employed by You under a contract of service or apprenticeship;</li> <li><b>b.</b> any person acting in the capacity of non-executive director of You;</li> </ul>   |

|                       |  |
|-----------------------|--|
|                       | <ul style="list-style-type: none"> <li>c. any labour master or labour only sub-contractor or persons supplied by them;</li> <li>d. any self-employed person;</li> <li>e. any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by You;</li> <li>f. any person undertaking work or study experience training exchange or similar schemes;</li> <li>g. any person who is being assessed by You as to their suitability for their employment by You, but only whilst acting at Your direction and within the scope of duties assigned by You, and in conjunction with the Insured Business.</li> <li>h. any outworker or home worker employed under a contract to personally execute any work in connection with the Business; or</li> <li>i. any casual labourer.</li> </ul> <p>while engaged in working for You in connection with the Business.</p>   |
| <b>FINANCIAL LOSS</b> | means a pecuniary loss, cost or expense by a person other than You which is not incurred as a result of Property Damage or Bodily Injury.  |
| <b>HORSE</b>          | means any horse, donkey, mule, ass, or jennet used in connection with the Business.  |
| <b>INSURED</b>        | <p>means:</p> <ul style="list-style-type: none"> <li>a. the first named party in the Schedule; and</li> <li>b. any Associated or Subsidiary Company of the first named party and which is named in the Schedule operating in or from premises in Australia; and</li> <li>c. at the request of You: <ul style="list-style-type: none"> <li>i. any shareholder, director, partner, Employee, member, coach, official or volunteer worker of Yours in respect of liability for which You would have been entitled to indemnification under this insurance if the claim had been made against You;</li> <li>ii. any office bearer committee or other member of the catering sports sponsorships social welfare health and safety and educational organisations fire first aid medical ambulance and security services operated by You in their respective capacities as such;</li> <li>iii. any joint venture where You are engaged in a joint venture for their rateable proportion of such joint venture to the extent that no other policy contributes as otherwise agreed by Us;</li> <li>iv. any public or local authority company firm or other principal for whom You are carrying out a contract or agreement for the performance of work by You but only to the extent required by the conditions of the contract or agreement;</li> <li>v. any subsidiary company (including subsidiaries thereof) of You and any other organisation under the control of You and over which it is exercising active management;</li> <li>vi. any new organisations acquired by You during the Period of Insurance, through consolidation, merger, purchase of the assets of or assumption of control and active management, provided such acquisition or assumption is reported to Us within ninety (90) days after it is effected and provided further such acquisition is endorsed on this Insurance;</li> <li>vii. any student engaged in work experience for You. But only whilst acting at the direction of and within the scope of duties for You.</li> </ul> </li> </ul> |

|                           |  |
|---------------------------|--|
|                           | <p><b>d.</b> the legal personal representatives of any party covered hereunder in accordance with paragraphs (a), (b) and (c) above.</p> <p>Provided that:</p> <p><b>1.</b> each party covered hereunder shall observe fulfil and be subject to the terms exceptions and conditions herein or endorsed hereon this Insurance, the Schedule and any Endorsements insofar as they can apply; and</p> <p>Our aggregate liability to You and any other party or parties shall not exceed any of the specified amounts detailed in the Schedule to this policy.</p>   |
| <b>INSURER</b>            | means Berkshire Hathaway Specialty Insurance Company (Incorporated in Nebraska, USA. Liability is limited. ABN 84 600 643 034, AFS Licence 466 713).   |
| <b>MOTOR VEHICLE</b>      | to travel on wheels or on self-laid track (including any trailer or other attachment drawn by any such machine) made or intended to be propelled by other than manual or animal power.   |
| <b>OCCURRENCE</b>         | means an event, including continuous or repeated exposures to substantially the same general conditions, which result in Bodily Injury or Property Damage neither expected nor intended from the standpoint of You. All events of a series consequent upon or attributable to one source or original cause shall be deemed one Occurrence.   |
| <b>PEIOD OF INSURANCE</b> | Means the period shown in the Schedule.  |
| <b>POLICY TERRITORY</b>   | Means anywhere in Ausrtalia  |
| <b>POLLUTION</b>          | Means <ul style="list-style-type: none"> <li><b>a.</b> pollution or contamination of any description of buildings or other man-made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within buildings or other man-made or natural structures; and</li> <li><b>b.</b> all losses or Property Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.</li> </ul>  |
| <b>PRODUCT</b>            | Any goods or products (after they have ceased to be in the possession or under the control of You) which are or are deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by You or by others trading under Your name (including any packaging or container thereof) other than a Motor Vehicle.   |
| <b>PROPERTY DAMAGE</b>    | means: <ul style="list-style-type: none"> <li><b>a.</b> physical damage to or loss or destruction of tangible property including resultant loss of use thereof. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it; or</li> <li><b>b.</b> loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage or destruction of other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to first happen at the time of the physical damage that caused it.</li> </ul> |
| <b>TERRORISM</b>          | Means an act or acts including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.   |

## 6. Section 1 – Public Liability

### Insuring Agreement

We will, subject to the Limit of Indemnity specified in the Schedule, indemnify You against all sums which You shall become legally liable to pay as damages and Costs and Expenses for:

- a. accidental Bodily Injury to any person;
- b. accidental Property Damage; or
- c. accidental nuisance, trespass or interference with any easement right of air, light, water, or way.

happening during the Period of Insurance specified in the Schedule within the Policy Territory and arising in connection with the Business.

In respect of Bodily Injury arising from continuous or repeated inhalation ingestion or application of any substance and where You and We cannot agree when the Bodily Injury occurred then the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner and any question whether such Bodily Injury occurred during the Period of Insurance specified in the Schedule shall be determined accordingly.

### Limit of Indemnity

Our liability for all damages payable by You under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one Occurrence shall not exceed the amount specified in the Schedule.

### Exclusions

We shall not indemnify You under this Section against liability:

1. for Property Damage to property belonging to You or in the custody or control of You or of any Employee of Yours other than:
  - a. Employees' or visitors' property; or
  - b. any premises including contents not being premises leased or rented to You which are temporarily occupied by You for the purpose of carrying out work in or to such premises.
2. for Bodily Injury or Property Damage arising from or caused by or through or in connection with the ownership, possession or use by or on behalf of You of any airborne or waterborne craft or vessel (or a manually propelled craft).
3. for Bodily Injury or Property Damage arising from or caused by or through or in connection with the ownership, possession or use by or on behalf of You of any Motor Vehicle which is registered or which is required under any legislation to be registered or in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected) other than liability:
  - a. where such compulsory liability insurance or statutory indemnity does not provide indemnity and the reason for not providing indemnity does not involve a breach of legislation relating to a Motor Vehicle;
  - b. for Property Damage caused by or arising from the operation or use of any tool or plant forming part of or attached to or used in connection with any Motor Vehicle;
  - c. for Property Damage arising out of the loading or unloading of goods to or from any Motor Vehicle;
  - d. for Property Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Motor Vehicle or load thereon;
  - e. for Property Damage arising out of any Motor Vehicle temporarily in Your custody or control for the purpose of parking; or
  - f. for Property Damage caused by or arising from the operation or use of any Motor Vehicle which is designed primarily for lifting, lowering, loading or unloading, while being operated or used within the confines of Your premises.
4. for Bodily Injury or Property Damage caused by any passenger lift or steam pressure vessel.
5. for Bodily Injury or Property Damage caused by any Products after they have ceased to be in the custody or control of You other than food or drink for consumption on Your premises.

- 6. for damage to any wall, fence, hedge, gate, land or crops arising out of the ownership or use by You of Horses, unless caused by straying or bolting of a Horse.
- 7. for Bodily Injury or Property Damage caused by or arising from advice, design or specification given for a fee or in circumstances where a fee would normally be charged.

### **Extensions**

(Subject otherwise to all the terms, Conditions, Limitations and Exclusions of Section 1.)

#### **1. Leased or Rented Premises.**

Notwithstanding anything contained in Exclusion 1 hereof to the contrary We will indemnify You under Section 1 against liability for loss of or damage to premises (or fixtures or fittings thereof) leased or rented to You.

Provided that the indemnity shall not apply in respect of liability for:

- a. loss or damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement;
- b. Property Damage to any such premises which is insured under any property or fire insurance policy arranged by You or under which You are entitled to indemnity in respect of such Property Damage; or
- c. the first \$1,000. of such loss or damage caused otherwise than by fire or explosion.

#### **2. Landowners Indemnity.**

Section 1 extends to indemnify in like manner to You any landowner whose land is used, hired, or passed over, by You and in connection with the Business.

Provided that such person shall as though he were You observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Insurance.

## 7. Section 2 – Products Liability

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### Insuring Agreement

We will, subject to the Limit of Indemnity specified in the Schedule, indemnify You against all sums which You shall become legally liable to pay as damages and Costs and Expenses for

- a. accidental Bodily Injury to any person; or
- b. accidental Property Damage.

happening during the Period of Insurance specified in the Schedule within the Policy Territory and caused by any Products.

### Limit of Liability

Our liability for all damages payable by You under this Section in respect of all claims against You arising out of Occurrences happening during the Period of Insurance specified in the Schedule shall not exceed the amount specified in the Schedule as the Limit of Indemnity for Section

### Exclusions

We shall not indemnify You under this Section against liability:

1. for Bodily Injury or Property Damage caused by any Products in the custody or control of You.
2. for loss of or damage to or any Costs or Expenses incurred in repairing, replacing, recalling or making any refund in respect of the Products.
3. for Bodily Injury or Property Damage arising from the failure of any Product to fulfil its intended function.
4. for Bodily Injury or Property Damage arising out of Products relating to aircraft including missiles or spacecraft and any ground support or control equipment used therewith and any Product supplied by You and which to their knowledge is installed in aircraft or used in connection with aircraft or for spare parts for aircraft or tooling used for the manufacture thereof including ground handling tools and equipment training aids instruction manuals blue prints engineering or other data engineering or other advice or services and labour relating to such aircraft or Product



## 8. General Extensions

Subject otherwise to all the terms, Conditions, Limitations and Exclusions of this Insurance.

### 1. Contractual Liability and Indemnity to Principal.

In respect of any Section specified in the Schedule as "Covered" We will, in accordance with the Insuring Agreements and to the extent that any contract or agreement entered into by You with any third party (hereinafter termed the "Principal") so requires:

- a. indemnify You against liability assumed by You; and
- b. indemnify the Principal in like manner to You in respect of the liability of the Principal arising out of the performance by You of such contract or agreement.

Provided that:

- the conduct and control of claims is vested in Us;
- the Principal shall observe, fulfil and be subject to the terms, Exclusions, Conditions and Limitations of this Insurance so far as they can apply; and
- the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal We will treat each Principal and You as though a separate policy had been issued to each of them provided that nothing in this clause shall increase the liability of Us to pay any amount in respect of any one claim or during the Period of Insurance specified in the Schedule in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim is made.

### 2. Cross Liabilities.

If You, named in the Schedule and defined herein, comprises more than one party We will treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount in respect of any one claim or during the Period of Insurance specified in the Schedule

in excess of the amount stated in the Schedule as the Limit of Indemnity for the Section under which the claim is made.

### 3. Work Health and Safety (WHS) Act Defence Costs.

In respect of any Section specified in the Schedule as "Covered" We will indemnify You against:

- a. Costs and Expenses incurred with Our written consent; and
- b. Costs and Expenses awarded against You or any director or Employee of You.

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring after the Retroactive Date under the State, Territory, or Commonwealth Work Health and Safety (WHS) Act or similar safety legislation of Australia, the circumstances of which may be the subject of indemnity under this Insurance.

Provided always that We shall not be liable:

- for the payment of any fine or penalty; or
- where the prosecution results from a deliberate management decision, act or omission.

For the purpose of this extension, Retroactive Date shall mean:

Any act, error or omission which occurred or allegedly occurred prior to the Retroactive Date as stated in the Schedule.

**Provided further that OUR aggregate liability for all Claims under this Extension (3) shall not exceed \$250,000.**

Note: this General Extension (3) operates on a 'Claims Made' basis and will only cover Claims first made, or alleged against You and notified to Us during the Period of Insurance.

### 4. Sudden and Accidental Pollution.

We will indemnify You against liability for Bodily Injury or Property Damage caused by Pollution which results from:

- a. a sudden, accidental, identifiable, unintended and unexpected incident; and
- b. such incident takes place in its entirety at a specific and identified time and place during the Period of Insurance.

Provided that:

all Pollution which arises out of any one incident shall be deemed to have happened at the time such incident takes place; and

We shall not indemnify You under this Extension against any liability in respect of Pollution happening anywhere outside the Policy Territory; and

this Extension shall apply only in respect of such Sections 1 or 2 as are specified in the Schedule as "Covered"; and

nothing in this Extension shall increase the liability of Us to pay any amount in respect of any one claim or during the Period of Insurance specified in the Schedule in excess of any amount stated in the Section under which the claim is made as the Limit of Indemnity.

**5. Court Attendance.**

In the event of any of the under mentioned persons attending court as a witness at the request of Us in connection with a claim in respect of which You are entitled to indemnity under this Insurance, We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a. any director or partner of Yours \$250; or any Employee \$100.

## 9. General Exclusions

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We shall not be liable under this Insurance for:

1. any liability for Bodily Injury directly or indirectly caused by, resulting from or in connection with the effects of:
  - a. false arrest, false imprisonment, wrongful eviction, wrongful detention, humiliation;
  - b. libel, slander, defamation of character, invasion of right of privacy; or
  - c. assault and battery not committed by or at the direction of You unless committed for the purpose of preventing or eliminating danger to persons or property.
2. any liability arising from Pollution.
3. any liability for Bodily Injury, Property Damage, Cost or Expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
4. any liability for:
  - a. damages, direct or consequential, on account of Bodily Injury, Property Damage, personal or advertising injury, or medical payments arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens;
  - b. any Costs and Expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - c. or any obligation or duty to defend any actions on account of Bodily Injury, Property Damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.
5. any liability for any sum specified in the Schedule as the deductible.
6. any liability which is assumed by You by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
7. Any liability of whatsoever nature directly or indirectly caused by, in connection with 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. Combustion shall include any self-sustaining process of nuclear fission or fusion; or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However, this Exclusion shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical, scientific or research pursuits.
8. punitive or exemplary damages.
9. multiplied damages, but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
10. any claim arising from circumstances known to You prior to the commencement of the Period of Insurance.
11. Bodily Injury arising from the libel or slander of an Employee by another Employee in the course of his employment or of any partner or member of a partnership or joint venture by any other partner or member thereof.
12. Bodily Injury or Property Damage which results from a deliberate act or omission of You having

regard to the nature and circumstances of such act or omission.

- 13.** Bodily Injury, Property Damage, or any other loss, Cost or Expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any actual or alleged:
- a.** Unauthorized or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of Electronic Data, including, but not limited to, any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information; or
  - b.** Violation of any statute, regulation, common law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of Electronic Data.

This Exclusion applies to, among other things, damages or amounts associated with any notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, Cost or Expense, whether incurred by You or others, arising out of any access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information that is subject to this Exclusion.

However, this Exclusion will not apply to any resultant Bodily Injury as defined in Sub-Section Clause 1 or Property Damage as defined in Sub-Section Clause 5.

- 14.** any Bodily Injury to an employee of You or deemed by any law or otherwise to be employed by You for which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Workers' Compensation whether or not You have effected such policy of insurance.
- 15.** fines, penalties, performance guarantees, waiver of subrogation rights or punitive or exemplary damages or by way of liquidated or specified damages payable under or pursuant to any agreement.
- 16.** any Financial Loss.

- 17.** Bodily Injury, Property Damage, or any other loss, Cost or Expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion also excludes any Bodily Injury, Property Damage, or any other loss, Cost or Expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to Terrorism.

If We allege that by reason of this exclusion any Bodily Injury, Property Damage loss, Cost or Expense is not covered by this policy, the burden of proving the contrary shall be upon You.

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

- 18.** any claim arising in connection with:
- a.** handling, removal, stripping out, demolition, storage, transportation or disposal of Asbestos and/or any other substance or compound that incorporates Asbestos;
  - b.** surveying under the Control of Asbestos at Work Regulations 2002; or
  - c.** Any Asbestos

It is further agreed that this Insurance shall not apply to:

- liability directly or indirectly caused by or alleged to be caused by or contributed to by (in whole or in part) or arising from the inhalation and/or ingestion of or the existence of or exposure to Asbestos and/or any other substance or compound that incorporates Asbestos;
- liability which arises as a result of the removal from any building and/or structure of Asbestos and/or any other substance or compound that incorporates Asbestos as a consequence of an actual or alleged health hazard situation; or
- any obligation to defend any claim or suit against You alleging liability resulting from (a) or (b) above nor to Underwriters'

liabilities for defence costs arising there from.

- 19.** Bodily Injury or loss or Property Damage arising out of the use of Mechanical Bulls and/or Mechanical Horses.
- 20.** Bodily Injury, Property Damage, or any other loss, Cost or Expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to war and military action, which include without limitation the following:
  - a.** War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or Property Damage by or under the order of any government or public or local authority;
  - b.** Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 21.** Any coverage of whatsoever nature that is in violation of any applicable trade or economic sanctions, law or regulation including but not limited to sanctions administered and enforced by the United Nations, the United States Treasury Department's Office of Foreign Assets Control (OFAC), or under laws or regulations of the European Union, United Kingdom, New Zealand or Australia.
- 22.** any liability arising out of leasing, renting, lending or hiring of Insured property, unless otherwise agreed in writing by Us.

## 10. General Conditions

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### 1. Claims Condition

- 1.1. You shall give written notice to Us as soon as possible of any claim under this policy, using the contact details in the Schedule, and shall give all such additional information as We may require.
- 1.2. No admission, offer, promise, or payment shall be made or given by or on behalf of You without the prior written consent of Us who shall be entitled to take over the conduct in Your name of the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We shall require.

### 2. Titles, Headings and Plurals

This policy and any endorsements attached to this policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the Schedule shall bear such specific meaning wherever it may appear. References in the singular shall be deemed to include the plural and vice versa and words depicting any gender include reference to all other genders.

### 3. Deductible

The amount shown within the Schedule as a Deductible and/or self-insured retention is the first amount for all claims arising out of any one Occurrence which is to be borne by You or any person covered by this policy.

### 4. Discharge of Liability

We may at any time discharge its total liability to You in respect of any one claim or series of claims arising from one Occurrence by paying to or on behalf of You:

- 4.1. The total amount in respect of such claim to which You are entitled to indemnity under this policy;

- 4.2. The total amount sought by the claimant for such claim; or

- 4.3. The total amount for which such claim can be settled.

And in addition to such payment We will pay Costs and Expenses incurred up to the date of payment.

Upon such payment, We shall relinquish conduct or control of such claim and be under no further liability under this policy in connection with such claim including but not limited to Costs and Expenses.

### 5. Jurisdiction

This policy shall be interpreted in accordance with the laws of the Australian State or Territory in which the contract is entered, and all claims for indemnity under this policy shall be decided in accordance with those laws. In the event of any dispute arising under this policy including, but not limited to, its construction and/or validity and/or performance and/or interpretation, You will submit to the exclusive jurisdiction of any competent Court in the Commonwealth of Australia.

### 6. Reasonable Care

You must:

- 6.1. Exercise reasonable care that only competent Employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- 6.2. Take all reasonable precautions to:
  - 6.2.1. Prevent Bodily Injury, Property Damage;
  - 6.2.2. Prevent the manufacture, sale or supply of defective Products; or
  - 6.2.3. Comply and ensure that its Employees, servants and agents comply with all statutory obligations, by laws or regulations imposed by any public authority for the safety of persons or property.

6.3 At its own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency You have knowledge of or has reason to suspect.

6.4 At its own expense, assist and co-operate fully and promptly with Us in the investigation, settlement or defence of any claim or matters relating or in connection thereto.

The amount of any benefit under this policy for any liability caused or contributed to by the lack of such precautions, measures and compliances shall be reduced by the amount that fairly represents the extent to which Our interests have been prejudiced thereby.

## 7. Premium Adjustment

Where the premium is provisionally based on Your estimates, You shall keep accurate records and within 60 days after expiry of the Period of Insurance declare such details as We require and the premium shall be adjusted and any difference paid by or allowed to You as the case may be subject to any minimum premium that may apply.

## 8. Cancellation

You may cancel this policy at any time by giving notice in writing to Us.

We may cancel this policy at any time where:

- 8.1 It is entitled to do so pursuant to the Insurance Contracts Act 1984 (Cth) or any amendments thereto;
- 8.2 You have failed to notify Us of any specific act or omission where such notification is required under the terms or conditions of this policy; or
- 8.3 You have acted in contravention of or omitted to act in compliance with any term of this policy which empowers Us to refuse to pay a claim in the event of such contravention or omission.

Any notice of cancellation given by Us shall take effect either at the time when another contract of insurance between You and Us or some other insurer (being a contract that is intended by You to replace this policy) is entered into or at 4pm

on the 3rd business day after the date on which notice was given to You by Us, whichever is the earlier.

Upon cancellation by You during the Period of Insurance a pro-rata refund will be paid of up to 80% of the net premium for the unexpired Period of Insurance. Upon cancellation by Us, a pro-rata refund of premium will be allowed for the unexpired Period of Insurance.

## 9. Notices

Where You comprise more than one person or company, it is agreed that You referred to in the Schedule shall be the agent of each of the other insured persons or companies or others indemnified by the policy for the purposes of receiving any notice of cancellation pursuant to this General Condition, or any other notice, statement, document or information relating to this policy.

## 10. General Condition

Where this policy provides indemnity to You which is prohibited by law, this policy shall be varied by operation of this General Condition so that this policy does not respond to the extent that indemnity is prohibited by law.

## 11. Assignment

No assignment of interest under this policy shall bind Us until our consent is endorsed herein. However, should You die or be adjudged bankrupt or insolvent, We will consent to the assignment of this policy to Your legal representative provided that written notice is given to Us within a reasonable time after the date of such death, bankruptcy or insolvency.

## 12. Fraudulent Acts

If any claim upon this policy be in any respect fraudulent, or if any fraudulent means or devices be used by You to obtain a benefit under this policy, or if any Bodily Injury or Property Damage the subject of any claim under this policy be occasioned by a wilful act of You or with their connivance, all benefit under this policy for any claim connected therewith shall be forfeited.

## 13. Disclosure of Insureds

Where You comprise of more than one legal entity, information supplied to Us shall be

deemed to have been furnished by and on behalf of all such entities, and any information supplied to Us or any omission or non-disclosure in relation to any renewal or extension hereof, shall likewise be deemed to have been furnished, omitted or withheld on behalf of all such entities.

#### 14. Breach of Duty

You and any persons deriving benefit under this insurance are jointly liable and responsible for any breach of any terms of this policy and/or misrepresentation and/or non-disclosure and/or fraud. For the avoidance of doubt this clause survives avoidance of the policy.

#### 15. Waiver of Subrogation

We waive all rights of subrogation under this policy against:

- 15.1 any corporation or organisation the majority of whose capital stock is owned or controlled by You.
- 15.2 any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this policy. Where such corporation, organisation or person is protected from such loss by any

other policy of indemnity or insurance, Our right of subrogation is not waived to the extent and up to the amount of such other policy.

#### 16. Goods and Services Tax

When a payment is made under this policy for the acquisition of goods, services or other supply, the amount of the payment will be reduced by the amount of any input tax credit that You is, 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.

When a payment is made 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 is, or will be, or 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 supply.

**This policy is valid only if attaching to a signed and current Policy Schedule including any applicable endorsements and it is signed and dated by a duly authorised representative of Us.**



## 11. Specific Extensions

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Included only if specified in the Schedule as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this Insurance.

### 1. Members' Indemnity

Section 1 of this Insurance extends to any person or accidental to indemnify any Member in accordance with the Insuring Clauses for accidental Bodily Injury Property Damage happening during the Period of Insurance specified in the Schedule and arising whilst the Member is participating in Your Riding/Driving Club's official activities only.

### 2. Member to Member

Section 1 of this Insurance extends to indemnify any Member in respect of liability, as provided for under optional Extension 1 above, to another Member provided that nothing contained in this Extension shall increase Our liability to pay any amount in respect of any claim in excess of the amount specified in the Schedule as the Limit of Indemnity for Section 1.

For the purposes of Extensions 1 and 2 "Member" shall mean any member of Your Riding/Driving Club from the time that the membership subscription is accepted by You until such time as the membership expires.

### 3. Care, Custody or Control

Notwithstanding anything contained in Exclusion 1 of Section 1 to the contrary Section 1 of this Insurance extends to indemnify You in respect of liability, as therein defined, for injury, illness or disease (fatal or non-fatal) to Horses in the care, custody or control of You or any Employee of Yours. Our liability under this extension for all damages payable by You in respect of all claims occurring during the Period of Insurance specified in the Schedule shall not exceed \$250,000.

We will pay all costs, fees and expenses incurred by You, with Our prior consent, in the defence or settlement of a Claim or Claims made against You provided Our total liability for costs, fees and expenses under this extension shall not

exceed the limit of liability specified in the Schedule and \$250,000 in all.

Provided that We shall not be liable for:

- a. intentional slaughter except where We have agreed to the destruction or where a Veterinary Surgeon has certified that destruction is imperative for humane reasons provided that We shall have the right to a post mortem examination carried out by a Veterinary Surgeon;
- b. injury, illness or disease directly or indirectly caused by or arising from any malicious or wilful act of You or any Employee of Yours;
- c. any consequential loss other than veterinary bills or the increased cost of keeping an injured or sick animal for a period not exceeding 12 months providing that the cost of all veterinary bills and the increased cost of keeping the animal shall not exceed any amount specified in the Schedule as the Limit of Indemnity for Extension 3;
- d. injury, illness or disease directly or indirectly arising out of the administration of any medication or treatment by You or any Employee of Your unless under the direction of a qualified Veterinary Surgeon; or
- e. injury, illness or disease to any Horse.

Specific Extension to the Care, Custody or Control Extension- Included only if specified in the Schedule as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this Insurance

### 4. Customers' Indemnity

Section 1 of this Insurance extends to indemnify in like manner to You any customer of Yours, in connection with Your Business, in respect of liability for which You would have been entitled to indemnify under this Insurance if the claim against any such customer had been made against You.

Provided that such customer shall, as though they were You, observe, fulfil and be subject to the terms, Exclusions, Conditions and

Limitations of this Insurance as far as they can apply.

## 5. Personal Liability

Section 1 of this Insurance extends to indemnify:

- a. You;
- b. any proprietor, partner, director or manager of Yours;
- c. the immediate family of persons specified in (a) and (b) above residing within the said person's household;
- d. any Employee of Yours; or
- e. anyone else riding or handling Horses belonging to or in the care, custody or control

of You with the express permission of persons specified in (a) and (b) above.

up to but not exceeding the Limit of Indemnity set forth in the Schedule against such sums as the persons specified in (a) to (e) inclusive above shall become legally liable to pay in respect of liability as therein defined arising from Bodily Injury or Property Damage occurring whilst such person is riding or handling in the policy Territory, for personal pleasure purposes and not in connection with the Business, Horses belonging to or in the care, custody or control of You but excluding at all times injury to the Horses being ridden or handled unless Specific Extension 3 (Care, Custody or Control) is specified in the Schedule as "Included".

## 12. Errors & Omissions Extension

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Included only if specified in the Schedule as "Included" and subject otherwise to all the terms, Conditions, Limitations and Exclusions of this Insurance.

The following is added to the policy:

### 1. Errors and Omissions Insuring Agreement

We shall indemnify You against those sums which You shall become legally liable to pay as Compensation in respect of a Claim for Financial Loss solely and directly attributable to any negligent act, negligent error or omission committed or alleged to have been committed by or on behalf of You and provided that:

- 1.1 such act, error or omission occurs:
  - 1.1.1 after the Retroactive Date specified in the Schedule; and
  - 1.1.2 within the Policy Territory; and
  - 1.1.3 in connection with the Business.
- 1.2 The Claim is first made against You and notified to Us after the Effective Date of this Endorsement and prior to the expiry of the Period of Insurance.

### 2. Limit of Liability

Our aggregate liability for all Claims under this Extension shall not exceed the Limit of Liability specified in the Schedule.

### 3. Exclusions

The Errors and Omissions Insuring Agreement does not cover any liability directly or indirectly caused by, arising out of or in any way connected with:

- 3.1 Any Claim made or threatened or in any way intimated against You prior to the commencement of the Effective Date of this Endorsement.
- 3.2 Any matter notified in whole or in part to Us or any other insurer before the Effective Date of this Endorsement.
- 3.3 any Claim arising from circumstances existing prior to the Effective Date of this

Endorsement and which You knew or ought reasonably to have known were likely to give rise to a Claim against You.

- 3.4 Any alleged or actual breach of a duty owed in the capacity of a director, secretary or officer of a body corporate.
- 3.5 The issuance by an Insured of any prospectus or any other form of public offering.
- 3.6 The insolvency, bankruptcy or liquidation of an Insured.
- 3.7 Any failure or omission to effect of maintain insurance.
- 3.8 Bodily Injury, or Property Damage which is covered by the policy to which this Endorsement applies.
- 3.9 Any liability assumed under a contract or agreement unless such liability would otherwise exist at law in the absence of the contract or agreement.
- 3.10 any Claim brought or maintained by or on behalf of:
  - 3.10.1 any Insured or parent company of any Insured; or
  - 3.10.2 Any entity within the same group of companies as You.
- 3.11 The rendering of or failure to render professional advice or service given for a fee.

### 4. Deductible

The Deductible is the amount specified in the Schedule payable by You. The Deductible applies to each Claim and is payable by You at such time required by Us. Our liability to indemnify You under this Endorsement is over and above the Deductible.

### 5. Additional/Amended Definitions

For the purposes of this Endorsement only, the following definitions apply:

- 5.1 Claim means:

**5.1.1** Written demand against You for Compensation; or

**5.1.2** Originating process for recovery of Compensation issued against You.

All Claims that arise from one source or original cause are deemed to constitute one Claim.

**5.2** Compensation means:

Monies paid or payable by judgment or settlement together with any liability on Your part to pay legal Costs and Expenses for any negligent act, negligent error or omission in respect of which this Endorsement applies.

**5.3** Retroactive Date means:

The date expressed as such in the Schedule forming part of this Endorsement.

## **6. Conditions**

Where conditions of the policy to which this Endorsement attaches refer to an Occurrence, the same policy conditions are applicable in respect of a Claim as defined in this Endorsement.

Note: this Errors & Omissions Extension operates on a 'Claims Made' basis and will only cover Claims first made, or alleged against You and notified to Us during the Period of Insurance.

All other terms and conditions of this policy remain unchanged.

# **Gow-Gates Insurance Brokers Pty Ltd**

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