



## MAGIC MILLIONS INSURANCE BROKERS PTY LIMITED

ABN: 12 107 459 290 AFS Licence: 305 391  
PO Box 5246 Gold Coast Mail Centre QLD Australia 9726  
Tel: (07) 5504 1200 or 1300 MILLIONS Fax: (07) 5531 7082  
Int'l Tel: + 61 7 5504 1200 Int'l Fax: + 61 7 5531 7082  
Email: insurance@magicmillions.com.au Internet: www.magicmillions.com.au

# BLOODSTOCK INSURANCE PROPOSAL FORM

Please read the Important Notices before you complete pages three and four of this form. We suggest that you detach and retain this sheet for future reference. Page two overleaf contains important information regarding claims notification and procedures.

We will advise you of additional requirements, such as veterinary certificates or declarations of health.

## IMPORTANT NOTICES

**DUTY OF DISCOURSE** Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, ought to know;
- as to which compliance with your duty is waived by the insurer

Examples of information which are relevant to an insurer are:

- (i) past claims experience;
- (ii) a cancellation of a previous insurance policy or refusal by an insurer to renew a policy previously held by you;
- (iii) any unusual features of the subject matter of the insurance which might increase the likelihood of a claim

**NON-DISCLOSURE** If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

**MARKET VALUE** The insurance policy for which you are making application is a market value policy, meaning that in the event of the death of your horse you will receive the market value of your horse at the time of its death or the limit of liability stated in the policy or schedule, whichever is the lesser.

**SOUND HEALTH OF HORSE** Where cover does not commence from fall of hammer at public auction, the burden of proof that the horse was in sound health and free of physical disability at commencement of the insurance rests with you unless the insurer has accepted a veterinary certificate or declaration of health in place of a veterinary certificate.

**FULL ANNUAL PREMIUM IS PAYABLE IN THE EVENT OF A CLAIM** If you add a horse during the currency of your policy or if you insure for less than a year, premium will be charged proportionately (except for any agreed premiums for extensions). However, in the event of a claim, the full annual premium will become payable for the horse concerned.

**BINDING AUTHORITY** In arranging this insurance, we may be acting under an authority given to us by the insurer and in these circumstances; we effect the contract as agent of the insurer and not of the insured. This information is advised to you in accordance with the provisions of the Corporations Act, 2005.

**PRIVACY** Privacy Legislation regulates the way organisations manage your personal information. Magic Millions Insurance Brokers Pty Ltd has developed a Privacy Policy that explains what sort of personal information we hold about you and what we do with that information. Please contact us to obtain a copy of our Privacy Policy Statement.

**COMPLAINTS** If you are not fully satisfied with our services should contact our Complaints Officer, Mr Sean Walker on (07) 5504 1200. Magic Millions Insurance Brokers Pty Limited also subscribes to the Financial Ombudsman Service Limited (our membership number is 13991), a free customer service. Further information is available from our office

**IMPORTANT** - the information contained in this notice has been designed for guidance and reference only. Nothing prevails over the terms, conditions and exclusions of the policy



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# BLOODSTOCK INSURANCE & CLAIMS

## CLAIMS NOTIFICATION & PROCEDURES

1. In the event of any accident, injury, illness or disease you must:
  - At your expense, immediately appoint a veterinarian to treat the horse;
  - **Immediately notify Magic Millions Insurance Brokers;**
  
2. Prior to any non-life saving surgery, immediately notify **Magic Millions Insurance Brokers**

Note: Insurance policies specifically exclude death or humane destruction caused by:

  - The giving of any medication unless by a veterinarian (or experienced personnel directed by him) and certified by that veterinarian to have been of a preventative nature or necessitated by accident, injury, illness or disease.  
  
Medication includes any drug, hormone, vitamin, protein or other substance (other than unadulterated food or drink).
  - Any surgical operation unless conducted by a veterinarian and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an emergency attempt to save the horse's life.
  
3. Your policy excludes intentional slaughter unless:
  - Insurers agree to the destruction of the horse;
  - A horse suffers an injury or is afflicted with an excessively painful disease and a veterinarian appointed by the insurers has first given a certificate that the suffering is incurable and so excessive that immediate destruction is imperative for humane reasons; or
  - A horse suffers an injury and a veterinarian appointed by you has first given a certificate that the suffering is incurable and so excessive that immediate destruction is imperative for humane reasons (without waiting for the appointment of a veterinarian by the insurers); and
  - The insurers are given the opportunity of having a veterinarian appointed by them carry out a post-mortem and autopsy examination.
  
4. In the case of the death of a horse, a post mortem and autopsy examination must be carried out at your expense.
5. ***This is a guide only and does not override any of the terms, conditions and exclusions of your policy.***
  
6. In an emergency please contact your Account Executive or Broker.



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**PROPOSER**

Name of Insured: \_\_\_\_\_

Are you registered for GST? YES  NO  ABN \_\_\_\_\_

Postal Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PERIOD OF INSURANCE**

From: \_\_\_\_\_ To: \_\_\_\_\_ at 4.00p.m. (local time)

**DESCRIPTION OF HORSE(S) TO BE INSURED**

1) Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Colour: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Year of Birth: \_\_\_\_\_ Sum Insured A\$ \_\_\_\_\_ Share insured: \_\_\_\_%

2) Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Colour: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Year of Birth: \_\_\_\_\_ Sum Insured A\$ \_\_\_\_\_ Share insured: \_\_\_\_%

3) Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Colour: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Year of Birth: \_\_\_\_\_ Sum Insured A\$ \_\_\_\_\_ Share insured: \_\_\_\_%

## FINANCIAL INTERESTS

Does any other party have a financial interest in the horse(s) to be insured? YES  NO

If "YES" please indicate the type of interest: \_\_\_\_\_

Name(s) of interested party or parties: \_\_\_\_\_

\_\_\_\_\_

## QUESTIONNAIRE

1) Has any insurer ever declined your insurance proposal, or cancelled or refused to renew your policy or required special terms to be imposed to insure you? YES  NO

If "YES" please provide details: \_\_\_\_\_

\_\_\_\_\_

2) Have you made any bloodstock insurance claims or sustained any bloodstock losses, whether insured or not, in the last five years? YES  NO

If "YES" please provide details: \_\_\_\_\_

\_\_\_\_\_

3) Are there any other circumstances of which you are aware that may affect the proposed insurance? YES  NO

If "YES" please provide details: \_\_\_\_\_

\_\_\_\_\_

## DECLARATION - TO BE COMPLETED BY THE PROPOSER

I declare that:

- 1) To the best of my knowledge the information provided in this proposal is true and correct in every respect and I have not withheld any relevant information.
- 2) To the best of my knowledge each horse is sound, healthy and the proposed sum insured represents its current market value.
- 3) I agree to accept the insurance subject to the terms and conditions and exclusions of the policy of insurance.
- 4) I have read and understand the IMPORTANT NOTICES contained in this proposal form.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_