



# **HORSE INSURANCE**

*Horse Liability* Cover



Your Public &  
Products Liability Policy Booklet



# Contents

|                                                               |           |
|---------------------------------------------------------------|-----------|
| <b>Product Disclosure Statement</b> .....                     | <b>4</b>  |
| <b>About this insurance</b> .....                             | <b>4</b>  |
| Words with special meanings in this document .....            | 4         |
| Policy summary .....                                          | 4         |
| Policy Limits .....                                           | 5         |
| Excess .....                                                  | 5         |
| The Insurer .....                                             | 5         |
| The Administrator .....                                       | 5         |
| <b>Our contract with You and Your obligations to Us</b> ..... | <b>6</b>  |
| Our contract with You .....                                   | 6         |
| Your obligation to comply with the Policy .....               | 6         |
| Your Duty of Disclosure .....                                 | 6         |
| If You do not tell Us something .....                         | 6         |
| Fraud .....                                                   | 6         |
| <b>Cooling-off and cancelling this Policy</b> .....           | <b>7</b>  |
| Policy duration – how long does the Policy run .....          | 7         |
| Your cooling-off period .....                                 | 7         |
| Cancellation by You .....                                     | 7         |
| Cancellation by Us .....                                      | 7         |
| <b>Paying Premium and renewing the Policy</b> .....           | <b>7</b>  |
| How is Your premium composed .....                            | 7         |
| Payments by instalments .....                                 | 7         |
| Application of GST .....                                      | 7         |
| Renewal .....                                                 | 8         |
| <b>Your Policy</b> .....                                      | <b>8</b>  |
| <b>Definitions</b> .....                                      | <b>8</b>  |
| <b>Your cover</b> .....                                       | <b>9</b>  |
| We will pay .....                                             | 9         |
| <b>Specific conditions</b> .....                              | <b>9</b>  |
| <b>General conditions</b> .....                               | <b>10</b> |
| <b>Specific exclusions</b> .....                              | <b>10</b> |
| <b>General exclusions</b> .....                               | <b>11</b> |
| <b>How to make a claim</b> .....                              | <b>12</b> |
| <b>If You have a complaint</b> .....                          | <b>12</b> |
| <b>Privacy notice</b> .....                                   | <b>13</b> |

# Product Disclosure Statement

This Product Disclosure Statement (PDS), which includes the policy wording, contains important information about this Equine Third Party Liability Insurance and how it works. This is an important document that has been designed to help **You** make an informed choice when selecting a suitable insurance policy to meet **Your** insurance requirements. **You** should take necessary time to fully consider the contents before making a decision about whether to request insurance cover from **Us** and on what terms and conditions.

**Please note that any recommendation or opinion in this PDS is of a general nature only and does not take into account Your objectives, financial situation or needs.**

Other documents may form part of **Our** PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided at the same time as this PDS. This PDS is disclosed to **You** with the **Policy**.

## About this insurance

**You** need to decide if this contract of insurance is right for **You**. Please carefully read the **Policy** and the **Certificate of Insurance** to ensure that **You** have purchased the insurance cover that **You** need. While this PDS provides an overview of the insurance cover, please read the **Policy** for a full description of the terms, conditions and exclusions that apply specifically to **You**. Please tell **Us** if **You** do not understand anything in connection with this **Policy** and the documents **We** provide to **You**.

## Words with special meanings in this document

Certain words used in the PDS and the documents forming **Your** contract of insurance have special meanings when they appear in **bold font**. The Definitions section of this **Policy** contains the terms that **We** use which have special meanings. Please review the Definitions section of the **Policy** to ensure **You** understand the terms used in the documents that form the contract of insurance with **You**. Headings are provided for reference only and do not form part of the contract of insurance for interpretation purposes.

## Policy summary

Please note that this is a limited summary and not a full description of the cover. **You** will need to read the full terms, conditions and exclusions of the **Policy** and the **Certificate of Insurance**, which is a separate document that specifies the options **You** have selected, in order to have a full explanation of the insurance cover **You** have purchased.

|                              |                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                      |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Third Party Liability</b> | <b>We</b> will cover <b>Your</b> legal liability for payment of compensation to another person in respect of their <b>Third Party Bodily Injury</b> or <b>Third Party Property Damage</b> arising out of an <b>Accident</b> occurring within Australia during the <b>Period of Insurance</b> through, by or arising in connection with <b>Your Named Horse</b> . | The <b>Limit of Liability</b> that <b>We</b> will pay for the cover provided under this <b>Policy</b> is shown on <b>Your Certificate of Insurance</b> .                                                                                                                             |
| <b>Excess</b>                |                                                                                                                                                                                                                                                                                                                                                                  | If <b>You</b> need to make a claim for <b>Third Party Property Damage</b> under this <b>Policy</b> , <b>You</b> may be required to pay an <b>Excess</b> . For full details, please refer to the terms and conditions of the <b>Policy</b> and <b>Your Certificate of Insurance</b> . |

## What is covered under the Policy

This **Policy** insures all amounts which **You** become legally liable to pay as compensation in respect of **Third Party Bodily Injury** and/or **Third Party Property Damage** arising out of an **Accident** occurring within Australia during the **Period of**

**Insurance** through, by or arising in connection with **Your Named Horse** that are specified in the **Certificate of Insurance** to another person during the **Period of Insurance** up to the **Limit of Liability** specified in the **Certificate of Insurance**.

Subject to the **Policy** terms and conditions, **We** will pay:

- compensation and claimants' costs and expenses, and
- legal costs and expenses for defending a claim against **You** or other people for whom **You** are responsible under the **Policy**.

Cover is provided on the basis:

- that **You** have paid or agreed to pay **Us** the premium for the insurance cover provided; and
- of the verbal and/or written information provided by **You** which **You** gave to **Us** after having been advised of **Your Duty of Disclosure** either verbally or in writing.

If **You** failed to comply with **Your Duty of Disclosure** or have made a misrepresentation to **Us**, **We** may be entitled to reduce **Our** liability under the **Policy** in respect of a claim and/or **We** may cancel the **Policy**. If **You** have told **Us** something which is fraudulent, **We** also have the option of avoiding the **Policy** (i.e. treating it as if it never existed).

### Policy Limits

The **Limit of Liability** is specified in **Your Certificate of Insurance**. Please read **Your Certificate of Insurance** and **Policy** carefully so that **You** are aware of the **Limit of Liability** that is applicable in the event of a claim for **Third Party Bodily Injury** and/or **Third Party Property Damage**.

### Excess

If **You** make a claim for **Third Party Property Damage** under **Your Policy**, **You** may be required to pay an Excess. The **Excess** will be detailed in **Your Certificate of Insurance**. **You** should read **Your Policy** and **Your Certificate of Insurance** carefully so that **You** are aware of any **Excess** that may be applicable to **You**.

### The Insurer

Certain Underwriters at Lloyd's (100% MS Amlin Syndicate 2001), One Lime Street, London EC3M 7HA.

MS Amlin Syndicate 2001 at Lloyd's is managed by MS Amlin Underwriting Limited. Registered office The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG. Registered in England Company No. 02323018. MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

**You** or **Your** representative can obtain further details about MS Amlin Syndicate 2001 at Lloyd's upon request from **Us**.

### The Administrator

**Petplan Australasia Pty Ltd** ABN 64 069 468 542 AFSL No. 245663 is the sole administrator of the **Policy** acting under a Binding Authority Agreement bearing the Unique Market Reference B1019MA000666 granted by the **Insurer** that authorises it to issue, vary and dispose of this insurance and to manage and settle claims and deal with complaints. Products sold under the name of **Petcover** and **Petcover Equine®** are sold exclusively by Petplan Australasia Pty Limited under license to Pet Plan Ltd. **Petcover Equine®** is a Registered Trade Mark.

Contact details are as follows:

|                                                                                   |                             |
|-----------------------------------------------------------------------------------|-----------------------------|
| <b>Petcover Australasia Pty Ltd</b><br>1-3 Smolic Court,<br>Tullamarine Vic, 3043 | <b>Ph: 1300 731 324</b>     |
|                                                                                   | <b>Fax: (03) 9339 3377</b>  |
| <b>www.petcover.com.au</b>                                                        | <b>info@petcover.com.au</b> |

In arranging this contract of insurance, **Petplan** acts as agent for MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA and not as **Your** agent.

# Our contract with You and Your obligations to Us

## Our contract with You

If **We** enter into a contract of insurance with **You**, **We** will provide you with the contractual documents. The documents that form the contract of insurance between **Us** and **You** consist of:

- this **Policy** which sets out the standard terms and conditions of **Your** insurance cover and its limitations;
- the relevant **Certificate of Insurance** issued by **Us**. The **Certificate of Insurance** is a separate document, which shows the insurance details relevant to **You**. It may include additional terms, conditions and exclusions relevant to **You** that amend the standard terms and conditions of this **Policy**.
- **We** reserve the right to change the terms of the **Policy** where permitted to do so by law.
- If the **Policy** is varied during the **Period of Insurance**, such as an endorsement or Supplementary PDS, **We** will send **You** an updated **Certificate of Insurance** taking into account the variations

These are all important documents and **You** should carefully read them together as if they were one document to ensure that **You** are satisfied with the insurance cover. Please retain this PDS and **Policy** in a safe place together with the **Certificate of Insurance**. It is also important that **You** keep evidence of any loss **You** may wish to claim for which will assist **Us** to promptly settle any claims **You** lodge and which are accepted by **Us**.

## Your obligation to comply with the Policy

**You** are required to comply with the terms and conditions of the **Policy**. Please remember that if **You** do not comply with any term or condition, **We** may (to the extent permitted by law) decline or reduce any claim payment and/or cancel the **Policy**.

If more than one person is insured under the **Policy**, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the **Policy**.

## Your Duty of Disclosure

Before **You** enter into a contract of insurance with **Us**, the Insurance Contract Act 1984 requires **You** to disclose to **Us** every matter that **You** know or could be reasonably expected to know that is relevant and may affect **Our** decision to insure **You** and if so, on what terms and premium.

**You** have this duty until **We** agree to insure **You**.

**You** have the same duty to disclose any relevant matters to **Us** before **You** renew, extend, vary or reinstate the **Policy**.

**You** do not need to tell **Us** anything that:

- diminishes **Our** risk; or
- is of common knowledge; or
- **We** know or should know as an **Insurer**; or
- **We** tell **You** **We** do not need to know

## If You do not tell Us something

If **You** do not tell **Us** about any relevant matter that **You** are required to disclose, **We** may cancel **Your** **Policy** or reduce the amount **We** will pay **You** if **You** make a claim, or both. If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract of insurance as if it never existed.

If **You** are unsure as to whether **You** should disclose something, it is better to give **Us** this information rather than take the risk of failing in **Your** **Duty of Disclosure**.

## Fraud

Fraud by policyholders increases **Your** premium and the premiums of all policyholders. If **You**,

- provide **Us** with false information;
- make a false or exaggerated claim with **Us**; or
- make any claim with **Us** which involves **Your** dishonesty;

**We** may reduce the amount of **Your** claim, or not pay **Your** claim and in some cases **We** may void **Your** **Policy** (i.e treating it as if it never existed).

## Cooling-off and cancelling this Policy

### Policy duration – how long does the Policy run

The **Policy** will remain in force for **12 months** from the date it starts as specified on the **Certificate of Insurance**, unless cancelled earlier by **You** or **Us** in accordance with the terms of the **Policy**. If **You** renew the **Policy** at the end of the **Period of Insurance**, that is a new contract of insurance for a new **Period of Insurance**.

### Your cooling-off period

This **Policy** gives **You** a cooling-off period. If for any reason **You** are not entirely satisfied with **Your Policy**, **You** can cancel it within the 21-day cooling-off period commencing on the earlier of either the date on which **Your Certificate of Insurance** was issued or the end of the 5th business day on which the **Policy** was issued to **You**.

To exercise **Your** cooling-off rights **You** must advise **Us** of **Your** intention to cancel in writing and **We** will cancel **Your Policy** and **You** will receive a full refund of any premiums paid unless **You** have made a claim within the 21-day cooling-off period or an **Accident** or other or incident which may give rise to a claim has occurred.

### Cancellation by You

After the 21-day cooling-off period expires, **You** may cancel **Your Policy** at any time by writing to **Us** and **We** may give **You** a refund of the money **You** have paid for any period of cover after the cancellation date provided **We** have not paid a claim or an **Accident** or other or incident which may give rise to a claim has not occurred.

If **You** pay **Your** premium by instalments and the premium becomes due, **You** may not receive a refund of **Your** premium.

**We** will not accept **Policy** cancellation requests by telephone.

### Cancellation by Us

**We** reserve the right to cancel this **Policy** on 7days' written notice. Examples of reasons why **We** may cancel this **Policy** include:

- **You** not abide by the terms and conditions of this **Policy**;
- **Your** dishonesty or fraud; or
- **Your** verbally insulting **Our** staff over the telephone or in person.

## Paying Premium and renewing the Policy

### How is Your premium composed

The premium payable by **You** will be shown on **Your** tax invoice. **We** take into consideration a number of factors in setting premiums. This can include the **Limit of Liability** and the **Excess** amounts selected by **You**. **Premiums** are subject to Commonwealth and State taxes and/or charges which includes Goods and Services Tax (GST) and Stamp Duty. The amount of these taxes/charges will be shown on **Your** tax invoice.

**Your** premium is apportioned as follows: 70% **Insurer** premium, 30% **Administrator** management fee. If a person has referred **You** to **Us**, **We** may pay them a part of the **Administrator** management fee. This will not increase the amount **You** pay **Us**.

### Payments by instalments

If **You** pay **Your** premium by monthly instalments and **You** do not pay an instalment on time, then if the outstanding instalment remains unpaid for at least 14 days **We** can refuse to pay a claim arising after the payment was first due. If the instalment remains unpaid for a minimum of one month, **We** can cancel **Your Policy**. **We** also reserve the right to have **You** pay the rest of the yearly premium immediately.

### Application of GST

All monetary limits in **Your Policy** are inclusive of GST:

- where **You** are liable to pay an amount for GST in respect of an acquisition relevant to **Your** claim (such as Veterinary Treatment services under **Your Policy**), **We** will pay the GST amount except any amount for which **You** are or would be entitled to an input tax credit.
- if **Your Limit of Liability** is not sufficient to cover **Your** liability under this **Policy**, **We** will only pay the GST amount that relates to **Our** settlement of **Your** claim except any amount for which **You** are or would be entitled to an input tax credit.

Where **We** make a payment under **Your Policy** as compensation instead of payment for a relevant acquisition, **We** will reduce the amount of the payment by the amount of any input tax credit that **You** would have been entitled to had the payment been applied to a relevant acquisition.

If **You** register or are registered for GST, **You** must tell **Us** the extent of **Your** entitlement to an input tax credit on **Your** premium at or before the time **You** make a claim under **Your Policy**. If **You** fail to disclose or understate **Your** entitlement, **You** may be liable for GST on a claim **We** may pay. **Your Policy** does not cover **You** for this GST liability, or for any fine, penalty or charge for which **You** may be liable.

## Renewal

**We** will write to **You** at least 14 days before **Your Policy** expires telling **You** if **We** will offer **You** a renewal and if so, the full details of **Your** next year's premium and the new **Policy** terms and conditions. If **You** do not want to renew this **Policy**, all **You** need to do is call **Us** on 1300 731 324 to let **Us** know, or write to **Us** at the address of the **Administrator**.

If **You** pay **Your** premium by direct debit instalments, when **Your Policy** is due for renewal **We** will renew it for **You** automatically to save **You** the worry of remembering to contact **Us** before the renewal date. **We** will write to **You** at least 14 days before the **Policy** expires with full details of **Your** next year's premium and the **Policy** terms and conditions.

# Your Policy

## Definitions

Certain words used in the **Policy** have special meanings, and they appear in **bold font**. The **Definitions** section of this **Policy** sets out the terms that **We** use which have special meanings. Headings are provided for reference only and do not form part of the **Policy** for interpretation purposes.

**Accident** means a sudden, unexpected, unusual, and specific event which occurs fortuitously at an identifiable time and place within Australia and is unforeseen or unintended. All **Accidents** of a series consequent upon or attributable to one source or original cause are treated by **Us** as one **Accident**.

**Administrator** means Petplan Australasia Pty Ltd who have the exclusive right to sell products under the name **Petcover Equine®** and Petcover. **Petcover Equine®** is a Registered Trade Mark, and products sold under this Trade Mark in Australia are sold exclusively by Petplan Australasia Pty Ltd under Licence from Pet Plan Limited.

**Certificate of Insurance** means the current **Certificate** issued by **Us** to **You** containing details of the cover provided under **Your Policy**, including any exclusions and other specific insurance details that apply to **Your Policy**.

**Excess** means the amount stated on **Your Certificate of Insurance**, which is the first part of each claim for **Property Damage** that **You** must pay.

**Immediate Family** means **Your** spouse, civil partner, domestic partner, parent(s), sibling(s) or child or children (including step, foster or adopted) or the parent(s), sibling(s) or child or children (including step, foster or adopted) of **Your** spouse, civil partner or domestic partner.

**Insurer** means Certain Underwriters at Lloyd's (100% MS Amlin Syndicate 2001), One Lime Street, London EC3M 7HA, the Underwriter and **Insurer** of **Your Policy**.

**Limit of Liability** means the amount of cover **You** have chosen as set out on the **Certificate of Insurance** and is the most **We** will pay for all claims under this **Policy** including any legal expenses or costs. Where permitted by law, this **Limit of Liability** will be reduced by any amount paid under any other insurance **You** have that provides cover for the same liability, loss, **Accident**, occurrence or incident.

**Named Horse** means the horse(s) owned by **You** that are specifically identified in the **Certificate of Insurance** under "**Horse Details**" and covered under this **Policy**.

**Period of Insurance** means the **period** when this **Policy** begins and ends as stated in **Your Certificate of Insurance**. It does not refer to any prior **Period of Insurance** if the **Policy** is a renewal of a previous **Policy** or any future **Period of Insurance** for any **Policy** **You** may enter into with **Us** upon renewal. Each **Period of Insurance** is treated as a separate time period which is normally of **12 months** duration but may be less if **Your Named Horse** has been added to **Your Policy** after the **Period of Insurance** started, or **Your Policy** has been cancelled.

**Policy** means this document and the **Certificate of Insurance** and any other documents **We** issue to **You** which are expressed as forming part of the **Policy** terms which set out the insurance cover **We** provide for the **Period of Insurance**. For the sake of clarity, it does not include any prior **Policy** that this is a renewal of or any future **Policy** that is a renewal of this **Policy**.

**Third Party Bodily Injury** means the sudden and accidental death or bodily injury to a person who is neither **You**, a member of **Your Immediate Family** nor a person to whom **You** have given permission to look after or handle **Your Named Horse** that results solely and directly from an **Accident** occurring within Australia and is not any injury that happens over a period of time or is of a gradual nature.

**Third Party Property Damage** means the accidental physical loss of or damage to material property belonging to a person who is neither **You**, a member of **Your Immediate Family** nor a person to whom **You** have given permission to look after or handle **Your Named Horse**.

**We, Us, Our** means **Petcover** acting on behalf of Certain Underwriters at Lloyd's (100% MS Amlin Syndicate 2001), One Lime Street, London EC3M 7HA, and the **Insurer**.

**You, Your** means the person(s) named on the **Certificate of Insurance**.

## Your cover

### We will pay

Subject to any **Excess** that **You** must pay first, **We** will pay compensation up to the **Limit of Liability** in respect of:

**Your** legal liability and that of **Your Immediate Family** and for any person to whom **You** have given permission to look after or handle **Your Named Horse** in respect of:

- **Third Party Bodily Injury**
- **Third Party Property Damage**
- Legal Costs and Expenses of the Third Party Claimant
- Legal Costs and Expenses incurred by **You** or **Your Immediate Family** or any person to whom **You** have given permission to look after or handled **Your Named Horse** in defending a Third Party Liability claim

arising out of an **Accident** occurring within Australia during the **Period of Insurance** through, by, or arising in connection with **Your Named Horse**.

## Specific conditions

As a condition for cover under this **Policy** the following conditions must be met:

1. No person claiming under this **Policy** may admit any responsibility, agree to pay any claim or negotiate with any other person following an **Accident** or incident that may give rise to a claim under this **Policy** without **Our** written consent.
2. All persons claiming under this **Policy** must immediately send **Us** any writ, summons or legal documents received and must not, directly nor through any other person acting on their behalf, respond to any of these documents.
3. All persons claiming under this **Policy** agrees to provide **Us** with any reasonable information connected with the claim that **We** request, including any vet history details for **Your Named Horse**.
4. All persons claiming under this **Policy** agree to tell **Us** or help **Us** find out all the circumstances of an **Accident** or incident that may give rise to a claim under this **Policy** and to provide written statements and attend court if required to do so upon **Our** reasonable request.
5. All persons claiming under this **Policy** must allow **Us** to take charge of the claim and allow **Us** to prosecute in their name(s) for **Our** benefit.
6. If more than one **Named Horse** is involved in, or contributes towards an **Accident** that is covered under this **Policy**, only one **Limit of Liability** will apply for all of the **Named Horses**. This means that if:
  - a. the **Named Horses** involved in the **Accident** are each insured for the same **Limit of Liability**, the most **We** will pay for the **Accident** is that one **Limit of Liability**. For example, if all of the **Named Horses** each have a **Limit of Liability** of AUD\$5 million, **We** will pay no more than AUD\$5 million for the **Accident**.
  - b. the **Named Horses** involved in the **Accident** are insured for different Limits of Liability, the most **We** will pay for the **Accident** is the one highest **Limit of Liability**. For example, if there are two **Named Horses** involved in the **Accident** and one **Named Horse** has a **Limit of Liability** of AUD\$1 million

and the second **Named Horse** has a **Limit of Liability** of AUD \$5 million, **We** will pay no more than the one **Limit of Liability** of AUD \$5 million for the **Accident**.

- c. If all horses involved in the **Accident** are owned by **You** but some are not insured under this **Policy**, then **We** will pay no more than a proportion of the total amount of the claim relating to the number of **Named Horses** in relation to the total number of horses that are involved in the **Accident** up to the one highest **Limit of Liability**.
7. If a business entity or a professional person is being paid to look after or care for **Your Named Horse** in any way, it is **Your** responsibility to:
    - a. make sure the business entity or the professional person has the appropriate third party liability insurance cover, and
    - b. tell a senior person employed by the business entity or the professional person if **Your Named Horse** has any behavioural problems or requires any special handling so they are able to handle **Your Named Horse** in an appropriate manner.

## General conditions

As a condition for cover under this **Policy** the following conditions must be met:

### Other insurance

This **Policy** does not provide any insurance cover for any loss, damage or bodily injury which, at the time of the **Accident**, was insured by any other contract of insurance with any other party.

### Sanctions

**We** will not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Law and jurisdiction

**You** and **We** are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by the laws of the State of Victoria, Australia and subject to the exclusive jurisdiction of the courts of the State of Victoria, Australia. Any term in this contract which conflicts with the law which applies to the country in which **You** live shall be amended to conform to that law.

### Service of suit

The **Insurer** agrees that in the event of a dispute arising under this **Policy**, the **Insurer** shall, at **Your** request, submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute will be determined according to the law and practice applicable to such court. Any summons, notice or process to be served upon the **Insurer** may be served upon the party identified below who has authority to accept service and enter an appearance on the **Insurer's** behalf and are directed at **Your** request to give a written undertaking to **You** to enter an appearance on behalf of the **Insurer**:

Sparke Helmore Lawyers  
Level 29, MLC Centre  
19 Martin Place  
Sydney  
NSW 2000

### Language

Unless otherwise agreed in writing, the language of **Your Policy** and any communication throughout the duration of the **Policy** will be in English.

## Specific exclusions

This **Policy** does not cover, and **We** will not pay any claim for, the following:

1. Any amount which exceeds the **Limit of Liability**.
2. Any amount in relation to **Your** tangible property or the tangible property of **Your Immediate Family** or any person to whom you have given permission to look after or handle **Your Named Horse**.
3. Any amount in relation to tangible property in the care, custody or control of **You, Your Immediate Family** or any person to whom **You** have given permission to look after or handled **Your Named Horse**.

4. Any amount in relation to bodily injury sustained by **You, Your Immediate Family** or any person to whom you have given permission to look after or handle **Your Named Horse**.
5. Any claim involving the business, trade or profession (including place of habitation and place of work if **Your Named Horse** has access to **Your** the work area or the work area of **Your Immediate Family** or any person to whom you have given permission to look after or handle **Your Named Horse**.
6. Loss or damage to fences or growing crops caused by **Your Named Horse**.
7. Loss or damage or bodily injury suffered during the serving or attempting to serve a mare by a stallion involving **Your Named Horse**.
8. Loss or damage or bodily injury involved in the hiring out of **Your Named Horse**.
9. Liability or damages of any kind arising in connection with any agreement unless liability would have existed in the absence of that agreement.
10. Any costs or expenses for defending **You, Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse** which **We** have not agreed beforehand.
11. Any amount caused by or arising out of, or in any way connected with the pregnancy of any person.
12. Any amount caused by or arising out of, or in any way connected with the transmission of disease including disease transmitted from animals to humans or any pandemic disease that causes widespread illness, death or destruction affecting **Your Named Horse**.
13. Any amount in any way connected with an **Accident** if **You** or **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse** have not followed the instructions or advice given by the previous owners of **Your Named Horse** or the re-homing organisation or a qualified behaviourist about the behaviour of **Your Named Horse**.
14. Any amount for any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties.
15. Any amount for an **Accident** which takes place when **Your Named Horse** is in the care of a business entity or a professional person and **You** are paying for their services.
16. Any amount for an **Accident** that happens in an area or place where horses are specifically prohibited, unless **Your Named Horse** escapes and enters the specifically prohibited area outside of **Your** control or that of **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.
17. The **Excess** specified in **Your Certificate of Insurance**.
18. Any amount for any person who has not directly suffered **Third Party Bodily Injury** or **Third Party Property Damage** that is covered this **Policy**.
19. Any amount for liability attaching to livery stables, riding schools, equestrian centers or any other business that have care, custody or control of **Your Named Horse**.
20. Any amount for liability directly or indirectly arising through or in connection with the use, ownership or possession of any mechanically propelled vehicle, aircraft, ship, vessel or craft by or on behalf of **You, Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.

## General exclusions

This **Policy** does not cover, and **We** will not pay any claim for, the following:

1. Any horse less than 30 days old or over 30 years of age.
2. Any amount if the **Accident** takes place as a result of any business, profession, occupation or while working for someone.
3. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
4. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation.
5. Any loss or damage or bodily injury caused by or resulting from an act of force, or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event including any chemical or

biological terrorism.

6. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
7. Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**, **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.
8. Any amount which results from **You** or **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse** acting or behaving unlawfully, and any legal expenses, fines or penalties arising from such actions or behaviour including criminal activities or breach of Australian laws or regulations or an Act of Parliament.
9. Any amount caused by, arising out of, or in any way connected with asbestos.
10. Any amount caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or other pollutants into or upon land, the atmosphere or any watercourse or body of water; or the attempted prevention of such discharge, dispersal, release or escape of any pollutants.

Other exclusions may apply to **Your Policy** as specified in **Your Certificate of Insurance** and/or on any other document **We** give **You** that **We** tell **You** forms part of **Your Policy**.

## How to make a claim

**You** must contact **Us** as soon as possible should **You** think an **Accident** or incident which may give rise to a claim under this **Policy** has occurred. For **Your** ease, **We** have a number of convenient means available for **You** to notify **Us** of a potential claim:

- Download a paper claims form from [www.petcover.com.au/claims](http://www.petcover.com.au/claims) which can be completed and emailed to [claims@petcover.com.au](mailto:claims@petcover.com.au); or
- Fax a copy of **Your** claims form to the **Petcover** Claims department, Fax: (03) 9339 3377; or
- Post a copy of **Your** claims form to: **Petcover** Claims department, 1-3 Smolic Crt, Tullamarine, Victoria, 3043.

Alternatively, **You** may phone **Petcover** on 1300 791 311 to speak with one of **Our** friendly Claims Specialists should **You** have any questions regarding **Your Policy**, coverage or lodging a claim. Please note that at all times, **Petcover** acts as agent for MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA and not as **Your** agent.

## If You have a complaint

This insurance is subject to the standards set out in the Insurance Council of Australia's General Insurance Code of Practice ([www.codeofpractice.com.au](http://www.codeofpractice.com.au)), apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. One of the objectives of the Code is to commit **Us** to high standards of service.

Any enquiry or complaint relating to this Insurance should be referred to:

**Petcover** Pet Insurance,  
Customer Service Centre,  
1-3 Smolic Crt,  
Tullamarine Vic 3043  
Phone 1300 731 324

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

Lloyd's Australia Limited,  
Level 9, 1 O'Connell Street  
Sydney NSW 2000  
Telephone Number: (02) 8298 0783  
Facsimile Number: (02) 8298 0788  
Email: [jdaustralia@lloyds.com](mailto:jdaustralia@lloyds.com)

**Your** complaint will generally be reviewed by their office if it falls within the Terms of Reference of the Australian Financial Ombudsman. Otherwise, **Your** matter will be referred to the Complaints Team at Lloyd's based in the UK. If **Your** dispute remains unresolved **You** may be referred to the Financial Ombudsman Service Limited (FOS) under the terms of the General Insurance Code of Practice. FOS

can be contacted on 1800 367 287 or GPO Box 3 Melbourne, Victoria 3001 or [www.fos.org.au](http://www.fos.org.au). For other disputes **You** will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

## Privacy notice

In this Privacy Notice, '**We**', '**Our**', '**Us**' means Petcover Aust Pty Ltd and Certain Underwriters at Lloyd's (100% MS Amlin Syndicate 2001), One Lime Street, London EC3M 7HA.

### Information We process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us** in compliance with the Federal Privacy Act 1988 and its National Privacy Principles for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information that **We** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### How We use Your information

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud

### Who We share Your information with

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents, service providers, reinsurers, other insurers, legal advisers, loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the MS Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside the MS Amlin Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance

### Why it is necessary to share information

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same bodily injury or

property damage;

- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### **International transfers**

In providing **You** with insurance services, **We** may transfer **Your** personal and/or sensitive personal information outside of Australia. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

### **Your rights**

**You** have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Data Protection Officer at the address listed within this notice, clearly stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You**, **We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Data Privacy Officer.

### **Providing consent to process Your information**

By purchasing insurance products from **Us** and by providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other person.

**You** should understand that if **You** do not consent to the processing of your information or **You** withdraw consent, **We** may be unable to provide you with insurance services.

### **Changes to this notice**

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 20th February 2017.

### **Contacting Us**

If **You** have any questions relating to the processing of **Your** information, please contact **Us**:

**Petcover** Pet Insurance,  
Customer Service Centre,  
1-3 Smolic Crt,  
Tullamarine Vic 3043  
Phone 1300 731 324

For information about the **Insurer** and the MS Amlin Group of companies please visit [www.msamlin.com](http://www.msamlin.com)



# How to contact us

|                     |                                                                            |
|---------------------|----------------------------------------------------------------------------|
| <b>By Telephone</b> | 1300 731 324                                                               |
| <b>By Email</b>     | info@petcover.com.au                                                       |
| <b>By Fax</b>       | 03 9339 3377                                                               |
| <b>In Writing</b>   | Petcover Customer Care<br>1-3 Smolic Court<br>Tullamarine<br>Victoria 3043 |
| <b>Website</b>      | www.petcover.com.au                                                        |

## Product Promoter

Petcover Aust Pty Ltd ABN 97 117 476 990 arranges this policy as an Agent for the Product Administrator

## Administrator

Petplan Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663 is the sole Administrator of the policy.

## The Insurer

MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA.

MS Amlin Syndicate 2001 at Lloyd's is managed by MS Amlin Underwriting Limited. Registered office The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG. Registered in England Company No. 02323018. MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

