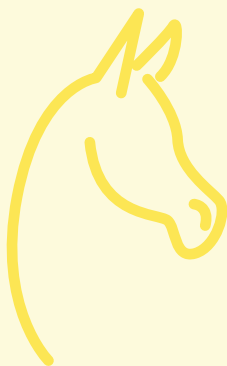




HORSE INSURANCE

Horse & Pony Cover



**Insurance Policy &
Product Disclosure Statement**

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Product Disclosure Statement

This Product Disclosure Statement ('PDS'), which includes the **Policy** wording, contains important information about this Horse and Pony Insurance and how it works.

About this Insurance

This is an important document. **You** should read it carefully before making a decision to purchase this insurance. It will help **You** to:

- decide whether this insurance will meet **Your** needs; and
- compare it with other products **You** may be considering.

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

You need to decide if this insurance is right for **You** and **You** should read all of the documents that make up the **Policy** to ensure **You** have the cover **You** need.

Who is the Insurer

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.

Administrator

Petplan Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663, is the sole Administrator of the Policy, acting under a binder granted by the Insurer that authorise it to issue, varying and dispose of this Insurance and to manage and settle claims and deal with complaints.

Product Promoter

Petcover Aust Pty Ltd ABN 97 117 476 990, of 1-3 Smolic Crt, Tullamarine, Vic 3043, has been authorised by the Administrator to act on it's behalf in arranging pet insurance products, under the brand name Petcover Aust Pty Ltd ABN 97 117 476 990

Our contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between **Us** and **You** (see the definition of '**You**' for details of who is covered by this term). The **Policy** consists of:

- this document which sets out the standard terms of **Your** 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 of this document. Only those sections shown as covered in **Your Certificate of Insurance** are insured. If the **Policy** is varied during the **Period of Insurance** **We** will send **You** an updated **Certificate of Insurance** taking into account the variations; and
- any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that **You** are satisfied with the cover. All policy documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the **Policy** where permitted to do so by law.

Terms and Conditions

Cover is provided on the basis:

- that **You** have paid or agreed to pay **Us** the premium for the cover provided;
- of the verbal and/or written information provided by **You** which **You** gave 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 voiding the **Policy** (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are set out under the heading '**Your Duty of Disclosure**', on pages 5.

Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on pages 10-12 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the **Policy** when used or in the other documents making up the **Policy**.

Headings are provided for reference only and do not form part of the **Policy** for interpretation purposes.

Your obligation to comply with the Policy terms and conditions

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 Contracts Act 1984 requires **You** to disclose to **Us** every matter **You** know, or could be reasonably expected to know, (including but not limited to matters relating to the health of **Your Horse**) that is relevant to **Our** decision to insure **Your Horse**, and if so, on what terms **Your** application for insurance is acceptable and to calculate how much premium is required for **Your** insurance.

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

The duty applies until the **Policy** is entered into or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time **You** provide answers or make disclosure and the Relevant Time, **You** need to tell **Us**.

You do not need to tell **Us** about any matter that:

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

Who does the duty apply to?

The **Duty of Disclosure** applies to **You** and everyone that is an insured under the **Policy**. If **You** provide information for another insured, it is as if they provided it to **Us**.

What happens if the Duty of Disclosure is not complied with?

If the **Duty of Disclosure** is not complied with **We** may cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

What type of insurance is this?

Subject to the **Policy** terms and conditions (including exclusions and limits, this **Policy** will provide cover for the **Policy** sections and activities listed on **Your Certificate of Insurance**. The Cover applies; Death, from **Injury** or **Illness** or humane destruction of **Your Horse**.

The benefits listed below are **Optional Extra Benefits** and may not be included in cover for **Your Horse**. ****Please note, Your Horse will only be covered for an Optional Extra Benefit if You have selected the cover option and have paid an additional premium and it is shown on Your Certificate of Insurance.**

Disposal after humane destruction or death from, from **Injury** or **Illness**, **Vet Fees** for **Injury** or **Illness** including **Alternative Treatment** and medication, **Saddlery and Tack**, Permanent Loss of Use and Horse floats or Horse drawn vehicles

How long does my Policy run for?

The **Policy** will remain in force for **12 months** from the date it starts and for any period which **You** renew unless cancelled earlier by **You** or **Us** in accordance with the terms of the **Policy**.

Your Horse Insurance Policy Summary

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary.

You need to read the full terms, conditions and exclusions of the **Policy** and the **Certificate of Insurance** which specifies the options taken for a full explanation of the cover.

Applying for cover – Eligibility

Eligible Horses or Ponies can be covered from the age of 30 day and before their 30th birthday. **Your Horse** must live in Australia.

Other eligibility criteria may apply and **We** will tell **You** what they are when **You** apply.

This cover only applies to horses and ponies aged between 30 days and up to 16 years.

Equine Policy Summary

| | Benefits | Maximum Benefit | Horse Pick & Mix | HiXs Cover | HNXS Cover | Saddlery & Tack | Horse Float |
|----|--|--------------------|------------------|--------------|--------------|-----------------|-------------|
| 1a | Death from Injury or Illness or humane destruction of Your Horse | Sum Insured | Yes | Yes | Yes | No | No |
| 1b | Disposal after humane destruction or the death of Your Horse | \$300 | Optional | Optional | Optional | No | No |
| 2 | Loss by Theft or Straying | Sum Insured | Yes | Yes | Yes | No | No |
| 3a | Vet Fees for Injury or Illness including Alternative Treatment & Medicines | \$10,000 | Not Included | Not Included | Yes | No | No |
| 3b | Vet Fees for Injury or Illness including Alternative Treatment & Medicines | \$7,000 | Not included | Yes | Not Included | No | No |
| 4 | Saddlery & Tack | Sum Insured | Optional | Optional | Optional | Yes | No |
| 5 | Loss of Irrecoverable entry fees | \$1,000 | Yes | Yes | Yes | No | No |
| 6 | Permanent Loss of Use - 60% or 100% percentage options available | Sum Insured | Optional | Optional | Optional | No | No |
| 7 | Horse Floats and horse drawn vehicles | Sum Insured | Optional | Optional | Optional | No | Yes |

Veteran Equine Plan

This cover only applies to horses and ponies aged between 17 years and up to 30 years.

There are two options available within Veteran Plan.

| | Benefits | Option A Maximum Benefits | Option B Maximum Benefits |
|----|---|---------------------------|---------------------------|
| 1a | Death or humane destruction of Your Horse resulting from an Injury | \$3,000 | \$3,000 |
| 2 | Theft or straying plus \$600 for Advertising & Reward | \$3,000 | \$3,000 |
| 3 | Vet Fees for Injury including Alternative Treatment & medicines | Not Available | \$2,000 |
| 4 | Saddlery and Tack | Sum Insured | Sum Insured |
| 5 | Horse Float | Sum Insured | Sum Insured |

Veterinary Fee Cover

Petcover Equine have **Veterinary Fee** plans available for horses aged from 30 days up to 16 years.

These plans provide a comprehensive cover options to meet the individual needs of each **Horse**.

Details of Veterinary Fee Cover

HiXS Plan

The maximum amount payable is \$7,000 for each **Period of Insurance**.

Under this cover **You** must pay the first \$1,000 towards the cost of each **Illness** or **Injury**.

HNXS Plan

The maximum amount payable is \$10,000 for each **Period of Insurance**.

Under this cover **You** must pay the first \$200 towards the cost of each **Illness** or **Injury**.

Policy Limits and Exclusions

Exclusions

Insurance is not intended to cover every single occurrence, in fact, there are some circumstances the **Policy You** are considering will not provide Insurance cover for. For example, under all sections of the **Policy, We** do not pay;

1. Any Horse less than 30 days old and over 30 years of age.
2. Any amount if the incident or **Accident** causing an **Injury** takes place as a result of any business, profession, occupation or while **You** are working for someone.
3. Any amount if the **Injury, Illness** or incident is shown as excluded in **Your Policy** including **Your Certificate of Insurance**.
4. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
5. The cost of treating any **Injury** or **Illness** caused by a malicious act, deliberate **Injury** or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You**.
6. **Your** failure to take all reasonable precautions to protect **Your Horse** from aggravating or pro-longing an **Injury** or **Illness**.
7. Any loss caused by or results 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.
8. Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of **Your Horse**.
9. Any amount which results from **You** acting or behaving unlawfully, and any fines or penalties.

10. Any amount if **You** break the Australian laws or regulations including those relating to animal health and importation.
11. Any amount resulting from a disease transmitted from animals to humans.
12. Any pandemic disease that causes widespread **Illness**, death or destruction affecting horses.
13. Any amount resulting from an **Illness** that **Your Horse** contracted while outside Australia, or New Zealand that it would not normally have contracted in Australia or New Zealand.
14. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on **Your Horse**.
15. Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by **You** or an Act of Parliament.
16. Any amount if **Your Horse** is confiscated or destroyed under the order of any government, public or local authority or any other authority.
17. Any Horse not vaccinated against tetanus, strangles or any other disease that there is a known vaccine and Vets recommend vaccination.
18. Any Horse not wormed as regularly as normally recommended by a Vet.
19. 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 organisations.
20. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
21. Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**.
22. **Your** legal liability for payment of compensation in respect of:
 - Death, bodily **Injury** or **Illness**, and/or
 - Physical loss or damage to property.

The following exclusions only apply when **Your Horse** is on a journey within Australia or New Zealand.

1. Any amount if **You** or **Your Horse** lives permanently outside of Australia.
2. Any journey **You** take **Your Horse** on against a Vet's advice.

These are only examples of some common exclusions. For full Details of all relevant **Policy** exclusions **You** must refer to the **Certificate of Insurance** and the general exclusions to all sections and also to the specific exclusions to each section under the heading **'What We will not pay'**.

Excess

If **You** make a claim under any section of the **Policy** **You** may be required to pay an **Excess**. Most **Excesses** are detailed on **Your Certificate of Insurance** but some additional excesses may apply to some additional benefits provided by the **Policy**. **You** should read the **Policy** and **Your Certificate of Insurance** carefully so that **You** are aware of what **Excesses** may be applicable to **You** in the event of a loss.

Costs

The premium payable by **You** will be shown on **Your** tax invoice. **We** take into consideration a number of factors in setting premiums. The base premium **We** charge varies according to **Your** risk profile (e.g. the breed of **Your Horse**, where **You** live and relevant claims history etc).

You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges of which **We** tell **You**. These amounts will be set out separately on **Your Certificate of Insurance** (or tax invoice) as part of the total premium payable.

Minimum premiums may apply. In some cases discounts may apply if **You** meet criteria **We** set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If **You** are eligible for more than one, **We** also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/ entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When **You** apply for this insurance, **You** will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. If **You** fail to pay **We** may reduce any claim payment by the amount of premium owing and/or cancel the **Policy**. Special rights and obligations apply to instalment premium payments as set out below.

The amount **You** pay for **Your** premium (excluding government charges) 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 fee. This will not increase the amount **You** pay **Us**.

Payments by Instalments

If **You** pay **Your** premium by instalments refer to the '**General Policy Conditions**' applicable to all sections for important details on **Your** and **Our** rights and obligations. Note that an instalment premium outstanding for 14 days allows **Us** to refuse to pay a claim.

Goods and Services Tax (GST)

All monetary limits in the **Policy** are inclusive of GST. In the event of a claim, if **You** are not registered for GST, **We** will reimburse **You** the GST component in addition to the amount **We** pay **You**. If **You** are registered for GST, **You** will need to claim the GST component from the Australian Taxation Office.

You must advise **Us** of **Your** correct input tax credit percentage where **You** are registered as a business and have an Australian Business Number. **You** are liable to **Us** for any GST liability **We** incur arising from **Your** incorrect advice.

Your cooling-off period and Cancellation rights

You have a cooling off period of twenty one (21) days from the date **You** purchased the **Policy**. During this period **You** can return the **Policy** and receive a refund of any premium paid, provided **You** have not exercised right or power under the **Policy** (e.g. made any claim) or the **Period of Insurance** has not ended.

We will not accept **Policy** cancellation requests by telephone. To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel in writing. Send written confirmation to: **Petcover** Pet Insurance, 1-3 Smolic Crt, Tullamarine Vic, 3043 or email to info@Petcover.com.au

We may deduct from **Your** refund amount any reasonable administrative and transaction costs incurred by **Us** that are reasonably related to **You** buying and cancelling the **Policy** and any government taxes or duties **We** cannot recover.

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to '**General Conditions**'). Cancellation on pages 14 and 15, for full details).

How do I make a claim?

We will not guarantee on the phone if **We** cover a claim. **You** must send **Us** a claim form that has been properly filled in. **We** will then write to **You** with **Our** decision.

Before **Your Horse** is treated, **You** must make sure that the **Vet** who is treating it is prepared to complete **Our** claim form and provide invoices, and where requested, supply a complete medical history of **Your Horse**.

You must fill in a claim form and ask **Your Vet** to fill in their part. **We** will not pay for the **Vet** to do this. Send **Us** the claim form together with the original invoices setting out the costs involved.

You can notify **Us** of a claim and obtain a claim form by calling 1300 731 324 or emailing claims@Petcover.com.au. Alternatively, if **You** already have a claim form or have downloaded a claim form from **Our Website**. **You** can notify **Us** by sending the completed claim form to: Petcover Claims Centre, 1-3 Smolic Court, Tullamarine, Victoria 3043.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists **You** by contacting **Us**. Contact details are provided on the back cover of this document.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. **We** will issue **You** with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes (**You** can get a paper copy free of charge by contacting **Us** using **Our** details on the back cover of this PDS). Other documents may form part of **Our** PDS and the **Policy**. If they do **We** will tell **You** in the relevant document.

Further information and confirmation of transactions

If **You** require further information about this insurance or wish to confirm a transaction, please contact **Us**.

Your Horse Insurance Policy – Details

Details of **Your Horse's** cover are outlined in the **Policy** and the **Certificate of Insurance**. There are 10 sections of cover but please be aware that some of the sections of cover may not be automatically provided and as such may not be included in the **Policy**. Cover under a section is only provided to **You** if it is shown as covered on **Your Certificate of Insurance**. **We** recommend **You** check **Your Horse's** cover and contact **Us** as soon as possible if this is not as expected.

These Terms and Conditions are part of **Your** insurance contract. The other parts are **Your Certificate of Insurance**, and **Your** written, internet or telephone application. To understand exactly what **Your** insurance contract covers **You** must read **Your Certificate of Insurance**, together with all other documents that make up **Our** contract with **You**.

Policy Definitions

If **We** explain what a word means, that word has the same meaning wherever it appears in the **Policy**. For ease, **You** will see that these words appear in **bold** throughout.

12 months means 365 days calculated from and including the date an **Injury** happens or the first **Clinical Signs** of an **Illness** are noticed.

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

This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time.

Alternative Treatment means the cost of any consultation, examination, advice, test and legally prescribed medication for the following procedures where they treat an **Illness** or **Injury**;

1. Acupuncture, chiropractic, manipulation, herbal medicine, homeopathy, osteopathy, physiotherapy, remedial farriery. The **Treatment** must be carried out either by a **Vet** or on the **Vet's** Referral by a therapist or farrier who holds a nationally recognised qualification in their subject.
2. **Hydrotherapy** carried out either by a **Vet** or by a therapist following Referral by **Your** usual **Vet**.

Certificate of Insurance means the current **Certificate** issued by **Us** to **You** containing details of the cover provided under **Your Policy**, showing Horse details, **Saddlery and Tack** details, and Float/Trailer details and including any Exclusions and other specific insurance details that apply to **Your Policy**.

Clinical Signs means changes in **Your Horse's** normal healthy state, **Condition** or appearance or its bodily functions.

Condition means any **Condition** that causes discomfort, dysfunction, distress, including injuries, disabilities, disorders, syndromes, infections, isolated symptoms, deviant behaviours, and atypical variations of structure and function and/or death to the Horse afflicted.

Covernote means the printed document called **Covernote** Horse Details

and any letter extending the time of these documents. The **Covernote** and **Covernote** Horse Details show the **Policy** details, horse details and any extra Exclusion and clauses that apply.

Elective Treatment, diagnostic or procedure means a **Treatment** that is, but not limited, castration; micro-chipping; cosmetic or aesthetic surgery, or elective including but not limited to prescription diet foods, and any **Treatment** not related to an **Injury**, **Illness**, or trauma.

Elective surgery or Treatment that is beneficial to the Horse but is not essential for **Your Horse's** survival or does not form part of a **Treatment** for an **Injury** or **Illness**, or any **Treatment**, diagnostic or procedure **You** request, which the **Vet** confirms is not necessary to treat an **Injury** or **Illness**.

Excess means the amount stated on **Your Certificate of Insurance** under the 'Horse Details' section, which is the first part of each unrelated claim and the amount **You** must pay for each unrelated **Injury** or **Illness**.

Family means **Your Immediate Family** and, grandparents, brothers, sisters, grandsons, and/or granddaughters including **Family** of step and defacto relationships.

Home means the place in Australia where **You** usually live.

Hydrotherapy means the **Treatment of Injury** and **Illness**, with, or in, water, including swimming in a pool and the use of a water treadmill, which is carried out:

- By a **Member of a Veterinary Practice** providing the **Hydrotherapy** is carried out in a pool/ water treadmill owned by the veterinary practice.

Immediate Family means husband, wife, civil partner, life partner, defacto partner, parents, brothers, sisters, sons, daughters, including **Family** of step and/or defacto relationships.

Illness means any change to **Your Horse's** normal healthy physical state or appearance, sickness or disease.

Injury means a physical **Injury** resulting solely and directly from an **Accident**, not any **Injury** that happens over a period of time or is of a gradual nature.

Lease/Loan means an agreement where a person other than the owner of the Horse is responsible for the Horse's stable, grazing, health and general care.

Market Value means the price generally paid for;

1. a Horse of the same age, breed, bloodline, sex and ability as **Your Horse** just before the **Injury** happened or the **Illness** first showed **Clinical Signs**.
2. a Horse Float/Trailer, Horse Drawn Vehicle of the same age, type and **Condition** as **Your Horse Float/Trailer** or Horse Drawn Vehicle, just before the loss, theft or damage occurred.

Maximum Benefit means the most **We** will pay for the relevant level of cover **You** have chosen during the **Period of Insurance** as set out in the **Certificate of Insurance** under Horse Details, subject to exclusions of the **Policy** and less the applicable **Excess**.

Member of a Veterinary Practice means any person legally employed by a Veterinary Practice under a contract of employment, other than a **Vet** who may be the Insured.

Our Vet means any **Vet** appointed or engaged by **Us** to carry out **Treatment** to **Your Horse** or discuss **Your Horse's Treatment** with **Your Vet**.

Optional Extra Benefit means an additional Benefit that **You** can elect to include in addition to the basic insurance. There are **Optional Extra Benefits**:

- a. Disposal after humane destruction or death
- b. **Veterinary Fees**
- c. **Saddlery and Tack**
- d. Permanent Loss of Use
- e. Horse Floats and Horse Drawn Vehicles

Petcover Equine® Is a Registered Trade Mark, and Products sold under this Trade Mark in Australia are sold exclusively by **Petcover Australasia Ply Ltd** under License to Pet Plan UK Limited.

Policy means this document and the **Certificate of Insurance** and any other documents **We** issue to **You** which are expressed to form part of the **Policy** terms, which set out the 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**.

Policy Year means the time during which **We** give cover as shown on **Your**

Certificate of Insurance Policy details. This is normally **12 months** but may be less if **Your Horse** has been added to, or cancelled from, **Your** insurance.

Period of Insurance means the period 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 is treated as separate. This is normally **12 months** but may be less if **Your Horse** has been added to **Your** insurance or it has been cancelled.

Pre-Existing Condition means any Condition(s) or symptom(s), sign(s) or **Clinical Sign(s)** of that Condition, **Injury** or **Illness** occurring or existing in any form that;

- a. Has happened or first showed **Clinical Signs**;
- b. Has the same diagnosis or **Clinical Signs** as an **Injury**, **Illness** or **Clinical Sign** **Your Horse** had; or,
- c. Is caused by, relates to, or results from, an **Injury**, **Illness** or **Clinical Sign** **Your Horse** had

Occurring or existing:

- Before **Your Horse**'s cover started, or prior to the **Policy** commencement date;
- During the 21 day **Waiting Period**; or
- Before the section was added to **Your** insurance.

This applies no matter where the **Injury**, **Illness** or **Clinical Sign(s)** occurred or happen in, or on, **Your Horse**'s body. This is regardless of whether or not **We** place any exclusion(s) for the **Injury/Illness**.

Riding means **Riding**, driving, leading, mounting, dismounting or handling **Your Horse**.

Replacement Value means the price generally paid for new **Saddlery and Tack** of the same brand, make, age, type and **Condition**, as the **Saddlery and Tack** that has been stolen or destroyed.

Saddlery and Tack means saddles, bridles, leathers, irons, harness and **Riding Tack** normally used on **Your Horse** while it is being used for the activities set out on the **Certificate of Insurance**, (rugs, clothing/costumes and blankets are not included).

Sum Insured means the amount **You** have chosen, and **We** have accepted as the most **We** will pay.

Treatment means **Veterinary Treatment** or **Alternative Treatment**.

Vet means a registered veterinarian, specialist veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in Australia, other than one who may be the insured.

Veterinary Fees means the amount Vets in general or referral practice reasonably and generally charge.

Veterinary Treatment means the cost of the following when required to treat an **Illness** or **Injury**,

- any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a Vet, a Veterinary Nurse or another **Member of a Veterinary Practice** under the supervision of a Vet, which is not routine or **Elective Treatment** and
- Any medication legally prescribed by a Vet

Waiting Period means a period of 21 days starting from the commencement date of the **Policy** (excluding renewals) as shown on **Your Certificate of Insurance** during which an **Illness** or **Condition** that first occurs or shows **Clinical Signs** will be excluded from Cover unless otherwise stated on **Your Certificate of Insurance**.

We, Us, Our means **Petcover** acting on behalf of MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA, the Underwriter and Insurer of **Your Policy**.

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

Your Vet means the **Vet** **You** employ to carry out **Your Horse**'s **Treatment**.

Your Horse means the Horse named on the **Certificate of Insurance** under Horse Details.

Your Horse Float/Trailer means the Horse Float/Trailer or Horse Drawn Vehicle or Horse Drawn Vehicle described on the **Certificate of Insurance**.

General Conditions

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|---|---|
| Conditions of the Policy | <p>You must keep to the General Conditions and Special Conditions to have the full protection of the Policy. If You do not, and the Condition You have not kept to relates to a claim, We may refuse or reduce the amount We pay under the claim.</p> |
| Caring for Your Horse | <p>Throughout the Period of Insurance You must take all reasonable steps to maintain Your Horse's health and to prevent Injury, Illness and loss.</p> <ol style="list-style-type: none">You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national Welfare body or an independent Vet mutually agreed upon.You must arrange and pay for Your Horse to have and to receive any preventative or routine care normally recommended by a Vet to prevent Illness or Injury.You must arrange for a Vet to examine and treat Your Horse as soon as possible after it shows Clinical Signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness. And if We decide, You must also take Your Horse to Our Vet. |
| Claims Pre-Authorisation | <p>We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.</p> <ol style="list-style-type: none">You must tell Us as soon as possible if anything happens which could lead to a claim.You must take proper care and keep in good Condition all property covered by Your Policy and take all reasonable precautions to prevent accidents, Injury, loss, theft or damage.Throughout the Period of Insurance You must take proper care of Your Horse and take all reasonable steps to maintain Your Horse's health. You must arrange and pay for Your Horse to have a yearly dental examination and any Veterinary Treatment normally recommended by a Vet to prevent Injury or Illness. |
| Vet Information, Other Insurance | <p>When You make a claim You agree to give Us any information We may reasonably ask for.</p> |
| Legal rights against others | <ol style="list-style-type: none">If there is any other insurance under which You are entitled to make a claim You must report the incident to that insurance company and tell Us their name and address and Your Policy and claim number with them. To the extent permitted by law, We will only pay Our share of the claim.If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our expense. You must give Us all the help You can and provide any documents We ask for. |

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| <p>Claims – Paid Direct to Vet</p> | <p>If We agree for a claim payment to be paid directly to Your Vet and You allow this, then if the Vet, who has treated Your Horse or is about to treat Your Horse, asks for information about Your insurance that relates to a claim, We will tell the Vet what the insurance covers, what We will not pay for, how the amount We pay is calculated and if the premiums are paid to date.</p> |
| <p>Claims – Over Treatment</p> | <p>If We consider the Veterinary Treatment or Alternative Treatment Your Horse receives may not be required, or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from Our Vet. If Our Vet does not agree that the Veterinary Treatment or Alternative Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by Our Vet from whom We have requested the second opinion.</p> |
| <p>Claims – Veterinary information</p> | <p>You agree that any Vet has Your permission to release any information We ask for about Your Horse. If the Vet makes a charge for this, You must pay the charge.</p> |
| <p>Claims – Settlement</p> | <p>When We settle Your claim, We reserve the right to deduct from the claim amount, any amount due to Us.</p> |
| <p>Cancelling Your Policy</p> | <p>You can cancel Your Policy by writing to Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date.</p> <p>In the event that You cancel the Policy for whatever reason after having made a claim, or being entitled to make a claim, no premium refunds are payable, and the remaining premium for that Period of Insurance must be paid. We may deduct up to 15% of the refund as an administration charge.</p> |
| <p>Cancellation rights</p> | <ol style="list-style-type: none"> a. In addition to Your Cooling off rights detailed earlier, You may cancel the Policy at any time by notifying Us. b. Cancellation by You will be effective from 16:00 (4:00pm) AEST on the day We receive Your notice of cancellation. c. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel: <ol style="list-style-type: none"> i. If You failed to comply with Your Duty of Disclosure; or ii. Where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or iii. Where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or iv. Where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, and We may do so by giving You three days' notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us. |

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| <p>Cancellation rights (cont.)</p> | <p>d. Cancellation by Us will be effective from the later of 16:00 (4:00pm) AEST on the third business day after the day it is given to You or such other date specified in the cancellation notice.</p> <p>e. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur and any government taxes or duties We cannot recover.</p> <p>f. For the avoidance of doubt, if the Policy is cancelled or comes to an end for any reason all cover for Your Horse will stop on the date and time the cancellation becomes effective and no further claims will be paid.</p> |
| <p>Claims</p> | <ol style="list-style-type: none"> 1. You must arrange and pay for Your Horse to be kept vaccinated and wormed as regularly as normally recommended by a Vet. If You do not keep Your Horse vaccinated and wormed, We will not pay any claims that result from an Illness that would not have occurred if Your Horse had been vaccinated and wormed. 2. If, when You claim, there is any other Insurance under which You are entitled an indemnity, to the extent permitted by law, We will only pay Our share of the claim. You must tell Us the name, address and Your Policy number with them. 3. If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our expense. You must give Us all the help You can and provide any documents We ask for. 4. Regardless of Your claims history, at renewal We have the right to amend Your Policy terms and conditions, this includes: <ul style="list-style-type: none"> • imposing terms such as the application of excesses; • increasing Your premiums; • excluding cover; • amending the Policy wording and/or • changing Your payment type. <p>We also have the right to not invite renewal. We will notify You in writing of any such action.</p> |
| <p>Paying Your premium</p> | <p>Your Horse is only covered under this Policy if You pay the premium.</p> <ol style="list-style-type: none"> a. If You pay by monthly instalments and if 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 due or if the installment remains unpaid for at least one month We can cancel the Policy. We also reserve the right to have You pay the rest of the yearly premium immediately. b. If Your instalments are frequently late or missed We also reserve the right to have You pay all premiums due until the end of the current Period of Insurance. c. If the Policy is cancelled by Us because You have not paid the premium We may agree to reinstate the Policy. If We agree, We may charge an administration fee and may require You to pay all premiums due until the end of the current Period of Insurance. d. When We settle Your claim, We will deduct from the claim, any amount due to Us. |

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| | <ol style="list-style-type: none"> 1. If, after We offer to renew Your Policy, You tell Us something that happened during an earlier Period of Cover which could lead to a claim, We may change the standard premium and Terms and Conditions of this insurance and add exclusions back dated to the date Your Policy renewed. 2. When You claim You agree to provide Us with any information connected with the claim We may reasonably ask for, including details of Your Horse's history. If there is a charge for this, You must pay the charge. 3. You must make sure anyone Riding Your Horse has the experience to ride it, and is able to ride it. They must also use Your Horse for the activities listed in the group or class of use You have chosen as set out on the Certificate of Insurance Horses Details. |
| Jurisdiction | <ol style="list-style-type: none"> a. Australian law applies to this insurance contract. b. Unless We agree otherwise the language of the Policy and all communications relating to it will be in English. |
| Your Residence | <ol style="list-style-type: none"> a. Your Residence Your Horse must live in Australia. b. If Your address, or the address of Your Horse, changes You must advise Us as soon as possible as this may affect the insurance cover provided. |
| Your Rights | Your Rights The Policy is subject to any rights and remedies You have under the Insurance Contracts Act 1984. |
| False information | False information If You have provided false information or make a false or exaggerated claim, or any claim involving Your dishonesty, this Policy will end and We will not make any further payments. |
| Fraudulent Claims | Fraudulent Claims If You submit a fraudulent claim, or solicit Your Vet to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and We may cancel the Policy . We may also be entitled to reclaim any payments already made to You in respect to such claims. |
| | <ol style="list-style-type: none"> 1. You must, at all times, insure Your Horse for all the activities that it will be used, or trained to be used, for. 2. You must at all times insure Your Horse for its current Market Value as is reasonably determined by You. 3. You must arrange to for a Vet to examine and treat Your Horse as soon as possible after it shows Clinical Signs of an Injury or Illness. And if We decide, You must take Your Horse to a Vet We choose. 4. If We consider any Veterinary Treatment or Alternative Treatment for Your Horse may not be required, or the Veterinary Fees charged may be excessive when compared with the Treatment that is normally recommended to treat the same Illness or Injury or fees charged are higher than normally charged by a general or referral practice, We reserve the right to request a second opinion from a Vet that We choose. If the Vet We choose does not agree with the Veterinary Fees or Alternative Treatment provided or the fees charged, We may decide to pay only the |

Veterinary Fees or the **Treatment** or **Alternative Treatment** that was necessary to treat the **Injury** or **Illness**, as advised by the **Vet** from whom **We** have requested the second opinion.

5. If a claim has not been submitted within **12 months** of **Your Horse's** death, euthanasia, being lost, strayed or stolen, or receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.
6. Any rights and remedies **You** have under the Insurance Contracts Act 1984 are not affected by **Your Policy**.

Cover

If **You** have paid the premium, **We** will provide **You** with the cover set out in the following sections that are shown as applying on **Your Certificate of Insurance** up to the **Maximum Benefits** and subject to the terms and conditions of **Your Policy** and activities listed in the group or class of use **You** have chosen. The cover applies;

- In Australia.
- For up to 30 days during each **Period of Insurance** for temporary visits to New Zealand.
- Whilst **Your Horse** is being transported in Australia and while temporarily in New Zealand, this includes any journeys between these areas.

Section 1A – Death by Injury or Illness

What We will pay

The **Sum Insured** or the **Market Value** of **Your Horse**, whichever is the lesser, following death or euthanasia by a **Vet** as a result of;

- an **Injury** or **Illness** that happens or first shows **Clinical Signs**, during the **Period of Insurance** ; or
- surgery to treat an **Illness** or **Injury** that happens or first shows **Clinical Signs** during the **Period of Insurance** , or
- medication to prevent an **Illness** or to treat an **Injury** or **Illness** that happens or first shows **Clinical Signs** during the **Period of Insurance**.

What We will not pay

1. More than the **Sum Insured** or the **Market Value**, whichever is the lesser.
2. Any amount if the death or euthanasia of **Your Horse** happens more than **12 months** after the date the **Injury** happened or the first **Clinical Signs** of the **Illness** were noticed that led to the death or euthanasia.
3. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** was caused by an **Injury** that happened or an **Illness** that first showed **Clinical Signs** before the **Period of Insurance** started.
4. Any amount if **Your Vet** or **Our Vet** believes the **Illness** or **Injury** **Your Horse** is suffering from can be treated.
5. Any amount if **Your Vet** or **Our Vet** believes it is humane to keep **Your Horse** alive.
6. To the extent permitted by law, any amount if the euthanasia of **Your Horse** is carried out before **You** tell **Us** about **Your** or **Your Vet's** decision for euthanasia, unless **Your Vet** believes there was not time for **You** to tell **Us** because **Your Horse** was in so much pain that it needed immediate euthanasia.
7. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** results from;
 - an **Injury** that happened or **Illness** that first showed **Clinical Signs**; or,
 - an **Injury** or **Illness** which is the same as, or has that same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
 - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs**,

before:

- **Your Horse's** cover started; or,
 - the date this section was added to **Your** insurance, no matter where the **Injury Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
8. Any amount if the death or euthanasia of **Your Horse** results from:
 - an **Illness** first showing **Clinical Signs**; or
 - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
 - an **Illness** that is caused by, relates to or results from an **Injury, Illness** or **Clinical Signs** which first showed **Clinical Signs**, within:
 - 21 days of **Your Horse's** cover starting; or,
 - 21 days of the date this section was added to **Your** insurance; or
 - the dates of a temporary **Covernote**, no matter where the **Injury, Illness** or **Clinical Signs** were noticed or happened on **Your Horse's** body.
 9. Any amount if **Your Horse's** **Condition** does not meet the current Australian Veterinary Association (AVA) Guidelines for the destruction of horses under all risk mortality insurance **Policy**.
 10. Any amount if **You**, an **Immediate Family** member, anyone living with **You**, anyone working for **You** or anyone looking after **Your Horse** deliberately caused the death or euthanasia of **Your Horse**.
 11. Any amount if the death or euthanasia of **Your Horse** results from medication unless it is given by a **Vet** or under the direction of a **Vet**.
 12. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse's** behaviour.
 13. Any amount for a mare's unborn foal, embryo or foetus.
 14. To the extent permitted by law, any amount if **Your Horse** is insured by **Our** Veteran Plan **Policy**.
 15. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
 16. The cost of a post mortem examination.
 17. Any amount if the death or euthanasia of **Your Horse** results from an **Injury** or an **Illness** while taking part in an activity not shown or covered on **Your Certificate of Insurance** Horse Details.
 18. Any amount if the death of **Your Horse** results from an **Illness** if **Your Horse** is aged 17 years or over.

What You pay

The first \$200.

Death from Injury (Veteran Plan)

What We will pay

The **Market Value** of **Your Horse** or \$3,000 whichever is the lesser, following death or euthanasia by a **Vet** as a result of;

- an **Injury** that happens during the **Period of Insurance**; or
- surgery to treat an **Injury** that happens during the **Period of Insurance**, or
- medication to treat an **Injury** that happens during the **Period of Insurance**.

What We will not pay

1. More than the **Sum Insured** or \$3,000 whichever is the lesser.
2. Any amount if the death or euthanasia of **Your Horse** happens more than **12 months** after the date the **Injury** that caused the death or euthanasia.
3. Any amount if **Your Vet** or **Our Vet** believes the **Injury Your Horse** is suffering from can be treated.
4. Any amount if **Your Vet** or **Our Vet** believes it is humane to keep **Your Horse** alive.
5. To the extent permitted by law, any amount if the euthanasia of **Your Horse** is carried out before **You** tell **Us** about **Your** or **Your Vet's** decision for euthanasia, unless **Your Vet** believes there was not time for **You** to tell **Us** because **Your Horse** was in so much pain that it needed immediate euthanasia.
6. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** results from; an **Injury** that happened; or, an **Injury** which is the same as, or has that same diagnosis or **Clinical Signs** as an **Injury** that happened; or an **Injury** that is caused by, relates to or results from an **Injury** that happened,

before:

- **Your Horse's** cover started; or,
 - the date this section was added to **Your** insurance, no matter where the **Injury** happened in or on **Your Horse's** body.
7. Any amount if **Your Horse's Condition** does not meet the current Australian Veterinary Association (AVA) Guidelines for the destruction of horses under all risk mortality insurance **Policy**.
 8. Any amount if **You**, an **Immediate Family** member, anyone living with **You**, anyone working for **You** or anyone looking after **Your Horse** deliberately caused the death or euthanasia of **Your Horse**.
 9. Any amount if the death or euthanasia of **Your Horse** results from medication unless it is given by a **Vet** or under the direction of a **Vet**.
 10. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse's** behaviour.
 11. Any amount for a mare's unborn foal, embryo or foetus.
 12. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
 13. The cost of a post mortem examination.
 14. Any amount if the death or euthanasia of **Your Horse** results from an **Injury** while taking part in an activity not shown or covered on **Your Certificate of Insurance** Horse Details.

What You pay

The first \$200.

Special conditions that apply to sections 1A and Veteran Plan

1. **You** must tell **Us** as soon as possible if **Your Horse** shows any **Clinical Signs** of an **Injury** or an **Illness**.
2. If **You** or **Your Vet** decides on euthanasia of **Your Horse** **You** must tell **Us** immediately.
3. If **Your Vet** and **Our Vet** do not agree that the **Illness** or **Injury** **Your Horse** is suffering from can be treated or that it is humane to keep **Your Horse** alive, **We** may employ another specialist **Vet**, who **You** agree **We** can employ. The specialist **Vet** will examine **Your Horse** and all parties will accept this **Vet's** opinion.
4. **You** must immediately arrange for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**. And, if **We** decide, **You** must arrange for **Your Horse** to go to another **Vet** that **We** have chosen.
5. The period of **12 months** will always start from the date in the **Period of Insurance** that,
 - the **Injury** first happened; or
 - the **Illness** or **Clinical Signs** were first noticed; or
 - an **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or **Clinical Signs** that caused the death or human destruction were first noticed, no matter how many times the same **Illness** or the same **Clinical Signs** are noticed in or on any part of **Your Horse's** body.
6. If a number of **Injuries**, **Illnesses**, or **Clinical Signs** are diagnosed as one **Injury** or **Illness**, or it is found that they are caused by, or relate to another **Injury** or **Illness**, the period of **12 months** will start from the date in the **Period of Insurance** that the first **Injury** happened or the first **Clinical Signs** of any of the **Illnesses** were noticed.
7. **You** must immediately arrange, at **Your** own expense, for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**. And, if **We** decide, **We** will refer the case history to a **Vet** that **We** have chosen. If **We** request, **You** must arrange for **Your Horse** to go to another **Vet** that **We** have chosen.
8. **You** must take proper care of **Your Horse** and take all reasonable steps to maintain **Your Horse's** health. **You** must arrange, at **Your** own expense, for **Your Horse** to have any **Treatment** normally recommended by a **Vet** to prevent **Injury** or **Illness**.
9. **You** must arrange and pay for **Your Horse** to be kept vaccinated against tetanus, strangles and Equine Influenza and wormed as regularly as normally recommended by a **Vet**. If **You** do not keep **Your Horse** vaccinated and wormed, **We** will not pay any claims that result from an **Illness** that would not have occurred if **Your Horse** had been vaccinated and wormed.
10. If **We** pay a claim under section 1A- death from **Injury** or **Illness** or Veteran Plan – Death from **Injury**, **Your Policy** is cancelled from the date of **Your Horse's** death and there will be no refund of premium. If **Your** premium is being paid by instalments, **We** will deduct from **Your** claim monies any premium due for the balance of the **Period of Insurance**, and there will be no refund of money **You** have paid for the **Period of Insurance** after the

cancellation date.

11. Following the death or euthanasia of **Your Horse You** must arrange and pay for a post mortem examination.
12. **We** will not make any claims payment until **We** have received the following;
 - Death **Certificate** from **Your Vet**
 - Evidence of **Your** legal ownership of the Horse (proof of purchase)
 - If the horse was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement

Section 1B – Disposal

What We will pay

The cost to remove and dispose of **Your Horse's** body following death or euthanasia as a result of an **Injury** that happens or an **Illness** that first shows **Clinical Signs** during the **Period of Insurance**.

What We will not pay

1. More than the **Maximum Benefit**.
2. Any amount if **You** do not have Section 1a – Death from **Injury** or **Illness** shown as covered on the **Certificate of Insurance** Horse Details.
3. Any amount if death or euthanasia of **Your Horse** is not covered under Section 1a- Death from **Injury** or **Illness**.

Section 2 – Theft or Straying

What We will pay

If **Your Horse** is stolen or goes missing during the **Period of Insurance**, **We** will pay:

- The **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lesser, if it is not found or does not return.
- The cost of advertising to try and find **Your Horse** and the reward **You** have offered when **Your Horse** is found.
- The amount **Your Horse's Market Value** has reduced by if the people who stole it castrate it.

What We will not pay

1. More than the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lessor.
2. Any amount if **You** do not have Section 1a – Death from **Injury** or **Illness** or Veteran Plan – Death from **Injury** as shown as covered on the **Certificate of Insurance** Horse Details.
3. More than \$600 for the cost of advertising and the reward **You** have paid.
4. Any amount if **You** or the person looking after **Your Horse** has freely parted with it, even if tricked into doing so, unless the person was looking after or transporting **Your Horse** in return for money, goods or services.
5. Any amount for the death of an unborn foal, embryo or foetus.
6. Any amount if the theft or loss of **Your Horse** involves **Your** employee's dishonesty.
7. Any reward paid to a member of **Your Immediate Family**, any person living with **You** or employed by **You**.
8. Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of **Your Horse**.
9. **We** will not make any claims payment until **We** have received the following;
 - Copy of Police Crime Report
 - Evidence of **Your** legal ownership of the Horse (proof of purchase)
 - If the horse was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement

Special conditions that apply to this section

1. **You** must notify the police as soon as **You** discover **Your Horse** has been stolen or gone missing.
2. If **Your Horse** is found or returns, **You** must repay the amount **We** have paid **You** for **Your Horse's Market Value**.
3. If **We** pay a claim under this section **Your Policy** is cancelled from the date of the theft or the date **Your Horse** went missing and there will be no refund of money **You** have paid for the Period of Cover after the cancellation date. If **Your** premium is being paid by instalments, **We** will deduct from **Your** claim monies any premium due for the balance of the **Period of Insurance**.

Section 3 – Vet’s Fees

What We will pay

The cost of **Veterinary Treatment** and if instructed by a **Vet** following examination, the cost of **Alternative Treatment Your Horse** receives to treat an **Injury** that happens or an **Illness** that first shows **Clinical Signs** during the **Period of Insurance**.

What You pay

For each **Illness** or **Injury** that is not related to any other **Illness** or **Injury**, for each claim **You** must pay the amount shown in the following table towards the cost of **Veterinary Treatment** or **Alternative Treatment**.

Excess Table

| Section | Maximum each year | Excess |
|---|-------------------|--------|
| HNXS Vet’s Fees Section 3 (normal) | \$10,000 | \$200 |
| HiXS Plan High Excess Vet’s Fees | \$7,000 | \$1000 |
| Vet’s Fees Veteran Plan Option B | \$2,000 | \$200 |

What We will not pay

1. More than the **Maximum Benefit**.
2. The cost of any **Veterinary Treatment** or **Alternative Treatment Your Horse** receives after **12 months** from the date the **Injury** happened or the **Illness** first showed **Clinical Signs**.
3. The cost of any medicines or materials prescribed or supplied to be used after **12 months** from the date the **Injury** happened or the **Illness** first showed **Clinical Signs**.
4. To the extent permitted by law, the cost of any **Veterinary Treatment** or **Alternative Treatment** for;
 - an **Injury** that happened or an **Illness** that first showed **Clinical Signs**; or
 - an **Injury** or **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
 - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs**,before:

- **Your Horse’s** cover started; or
- the date this section was added to **Your** insurance, no matter where the **Injury, Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse’s** body.

5. The cost of any **Veterinary Treatment** or **Alternative Treatment** for;
 - an **Illness** first showing **Clinical Signs**; or,
 - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
 - an **Illness** that is caused by, relates to or results from an **Illness** or **Clinical Signs** which first showed **Clinical Signs**,within:

- 21 days of **Your Horse’s** cover starting; or
- 21 days of the date this section was added to **Your** insurance; or, the dates of a temporary **Covernote**, no matter where the **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse’s** body.

6. The cost of any **Veterinary Treatment** or **Alternative Treatment** a **Vet** normally recommends to prevent **Injury** or **Illness**.
7. The cost of any **Veterinary Treatment** or **Alternative Treatment** **You** choose to have carried out that is not required to treat an **Injury** or **Illness**, including any complications that arise from this **Treatment**.
8. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from a vice or from **Your Horse’s** behaviour.
9. The cost of vaccinations, castration, removing wolf teeth, any **Veterinary Treatment** or **Alternative Treatment** for pregnancy or foaling except the cost of treating any complications caused by these procedures.

10. Any costs for the **Veterinary Treatment** or **Alternative Treatment** of an **Illness** if cover is restricted to accidental **Injury** only as stated on the **Certificate of Insurance**.
11. The cost of any **Veterinary Treatment** or **Alternative Treatment** if **Your Horse** is covered by **Our Veteran Plan Policy** Option A.
12. The cost of any **Veterinary Treatment** or **Alternative Treatment** for any **Injury** or **Illness** deliberately caused by **You** or a member of **Your Immediate Family**, or anyone living with **You** or employed by **You**.
13. The cost of euthanasia, cremation, burial or disposal of **Your Horse**.
14. The cost of a post mortem examination.
15. The cost of
 - stabling
 - grazing
 - feeding; or
 - any changes in the way **You** look after **Your Horse**
 - any amount **You** normally pay for shoeing and/or the care of **Your Horse's** feet.
16. The cost of any **Treatment**, which is not **Veterinary Treatment** or **Alternative Treatment**, that **You** could carry out **Yourself**, unless the **Vet** confirms that a **Vet** or a **Member of a Veterinary Practice** must carry this out, regardless of **Your** personal circumstances.
17. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
18. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from an **Injury** or an **Illness** while taking part in an activity not shown as covered on **Your Certificate of Insurance** Horse Details.
19. The cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Vet** and **Our Vet** do not agree if **We** have advised that this agreement is required.
20. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.
21. The cost of any **Veterinary Treatment** or **Alternative Treatment** for an **Illness** if **Your Horse** is aged 17 years or over. **Vet's Fees** (Veteran Plan Option B)

What We will pay

The cost of **Veterinary Treatment** and if instructed by a **Vet** following examination, the cost of **Alternative Treatment** **Your Horse** receives to treat an **Injury** that happened during the **Period of Insurance**.

What You pay

For each **Injury** that is not related to any other **Injury**, for each claim **You** must pay the amount shown in the following table towards the cost of **Veterinary Treatment** or **Alternative Treatment**.

| Section | Maximum each year | Excess |
|---|-------------------|--------|
| Vet's Fees Veteran Plan Option B | \$2,000 | \$200 |

What We will not pay

1. More than the **Maximum Benefit**.
2. The cost of any **Veterinary Treatment** or **Alternative Treatment** **Your Horse** receives after **12 months** from the date the **Injury** happened.
3. The cost of any medicines or materials prescribed or supplied to be used after **12 months** from the date the **Injury** happened.
4. To the extent permitted by law, the cost of any **Veterinary Treatment** or **Alternative Treatment** for;
 - an **Injury** that happened; or
 - an **Injury** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened; or
 - an **Injury** that is caused by, relates to or results from an **Injury** that happened,

before:

- **Your Horse's** cover started; or
 - the date this section was added to **Your** insurance.
 - no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
5. The cost of any **Veterinary Treatment** or **Alternative Treatment** a **Vet**

- normally recommends to prevent **Injury**.
6. The cost of any **Veterinary Treatment** or **Alternative Treatment** You choose to have carried out that is not required to treat an **Injury** or **Illness**, including any complications that arise from this **Treatment**.
 7. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from a vice or from **Your Horse's** behaviour.
 8. The cost of vaccinations, castration, removing wolf teeth, any **Veterinary Treatment** or **Alternative Treatment** for pregnancy or foaling except the cost of treating any complications caused by these procedures.
 9. The cost of any **Veterinary Treatment** or **Alternative Treatment** for any **Injury** or **Illness** deliberately caused by **You** or a member of **Your Immediate Family**, or anyone living with **You** or employed by **You**.
 10. The cost of euthanasia cremation, burial or disposal of **Your Horse**.
 11. The cost of a post mortem examination.
 12. The cost of
 - stabling
 - grazing
 - feeding; or
 - any changes in the way **You** look after **Your Horse**
 - any amount **You** normally pay for shoeing and/or the care of **Your Horse's** feet.
 13. The cost of any **Treatment**, which is not **Veterinary Treatment** or **Alternative Treatment**, that **You** could carry out yourself, unless the **Vet** confirms that a **Vet** or a **Member of a Veterinary Practice** must carry this out, regardless of **Your** personal circumstances.
 14. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
 15. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from an **Injury** while taking part in an activity not shown as covered on **Your Certificate of Insurance** Horse Details.
 16. The cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Vet** and **Our Vet** do not agree if **We** have advised that this agreement is required.
 17. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

Special conditions that apply to all Vet's Fees sections

1. **You** must tell **Us** as soon as possible if **Your Horse** shows any **Clinical Signs** of an **Injury** or an **Illness**.
2. **You** must immediately arrange, at **Your** own expense, for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**, and, if **We** decide, **We** will refer the case history to a **Vet** that **We** have chosen. If **We** request, **You** must arrange for **Your Horse** to go to another **Vet** that **We** have chosen.
3. **We** may decide that **We** need **Our Vet** to agree **Your Horse's** **Veterinary Treatment** or **Alternative Treatment** with **Your Vet** before it is carried out. **We** will advise **You** if this agreement is required.
4. If **Your Vet** and **Our Vet** do not agree on the **Veterinary Treatment** or **Alternative Treatment** for **Your Horse**, **We** may employ another specialist **Vet**, who **You** agree **We** can employ. The specialist **Vet** will examine **Your Horse** and all parties will accept this **Vet's** opinion of the **Veterinary Treatment** or **Alternative Treatment** **Your Horse** needs.
5. The period of **12 months** will always start from the date in the **Period of Insurance**,
 - the **Injury** first happened; or
 - the **Illness** or **Clinical Signs** were first noticed; or
 - an **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or **Clinical Signs** that **You** have claimed for were first noticed, no matter how many times the same **Illness** or the same **Clinical Signs** are noticed in or on any part of **Your Horse's** body.
6. If a number of **Injuries**, **Illnesses**, or **Clinical Signs** are diagnosed as one **Injury** or **Illness**, or it is found that they are caused by, or relate to another **Injury** or **Illness**, the period of **12 months** will start from the date in the **Period of Insurance** that the first **Injury** happened or the first **Clinical Signs** of any of the **Illnesses** were noticed.

Section 4 – Saddlery and Tack

What We will pay

If **Your Saddlery and Tack** is stolen, damaged or destroyed during the **Period of Insurance**, **We** will pay;

- the cost of repairing the **Saddlery and Tack** if it is damaged to bring it back to the same **Condition** it was in before it was damaged; or,
- the **Replacement Value** or the **Sum Insured** whichever is the lesser of the **Saddlery and Tack** if the cost of repair is more than it was worth or it is stolen or destroyed.

What You pay

The first \$200 for each incident where **Saddlery and Tack** is stolen, damaged or destroyed.

What We will not pay

1. More than the **Sum Insured** for each incident.
2. More than \$800 for any saddle or item of Tack **You** do not have formal proof of purchase for, that show the make, model and the date of purchase.
3. Any amount for rugs, clothing or personal effects.
4. Any amount if the **Saddlery and Tack** is stolen when it is left unattended, unless it has been stolen from;
 - the locked boot or covered luggage area or any other specially designed covered area of a locked vehicle; or,
 - the house, flat, or other domestic building that **You** live in that has been locked with a deadlock, or equivalent locks on all doors; or,
 - a building or part of a building that **You** do not live in that has been locked with a deadlock, or equivalent locks on all doors and has steel bars or a steel grid on all windows.
5. Any amount for **Saddlery and Tack** **You** do not own.
6. Any amount if the **Saddlery and Tack** is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pest or any other cause that happens slowly.
7. Any amount if the **Saddlery and Tack** is damaged when it is being cleaned, dyed, repaired or restored.
8. Any amount if **Your Saddlery and Tack** is being used by a **Riding** establishment or by someone for professional lessons if they are not a member of **Your Immediate Family**.
9. Any amount to have the **Saddlery and Tack** adjusted to fit **Your Horse**.
10. Any amount if the **Saddlery and Tack** is stolen or damaged as a result of any business activity, **Your** profession, **Your** occupation or while **You** are working for someone, whether **You** are paid or not.
11. More than the **Saddlery and Tack** was worth at the time it was stolen, damaged or destroyed.

Special conditions that apply to this section

1. If **You** have not insured all the **Saddlery and Tack** **You** own for its full value **We** will only pay a percentage of **Your** claim. The percentage **We** will pay will be based upon how much of the full value the amount **You** have insured **Your Saddlery and Tack** for represents.
2. **You** must notify the police as soon as **You** discover any of **Your Saddlery and Tack** has been stolen or deliberately damaged.
3. If **Your Saddlery and Tack** is found, **You** must immediately advise **Us** and if **We** have paid **Your** claim **You** must repay the full amount **We** have paid **You**.

Section 5 – Loss of Irrecoverable Entry Fees

What We will pay

If, during the **Period of Insurance**, **Your Horse** dies before a show or event or **You** are in hospital on the day of a show or event **We** will pay the cost of any entry fees **You** cannot recover.

What We will not pay

1. More than \$1000 for any entry fee **You** are unable to recover.
2. Any amount if **You** are in hospital if it is not the result of an **Injury** or **Illness**.
3. Any amount if **You** do not have Section 1a – Death by **Injury** or **Illness**, shown as covered on **Your Certificate of Insurance** Horse Details.
4. Any amount if **We** have not paid a claim for the death or destruction of **Your Horse** under Section 1A – Death by **Injury** or **Illness**.

Section 6 – Permanent Loss of Use

What We will pay

The **Market Value** of **Your Horse** if an **Injury** happens or an **Illness** first shows **Clinical Signs**, during the **Period of Insurance**, which results in **Your Horse** never being able to take part in any one of the activities as set out on the **Certificate of Insurance** Horse Details, or of the percentage of the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lesser, as set out on the **Certificate of Insurance**.

What You pay

The first \$200

What We will not pay

1. More than the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lesser, or the percentage of the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lesser, as set out on the **Certificate of Insurance**

Insurance Horse Details.

2. Any amount if the permanent loss of use happens more than **12 months** after the date the **Injury** happened or the **Illness** first showed **Clinical Signs**.
3. Any amount for permanent loss of use if **Your Vet** and **Our Vet** do not agree that **Your Horse** will never be able to take part in any one of the activities set out on the **Certificate of Insurance** Horse Details.
4. To the extent permitted by law, any amount for permanent loss of use caused by;
 - an **Injury** that happened or an **Illness** that first showed **Clinical Signs**; or
 - an **Injury** or **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
 - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs** before;
5. Any amount for permanent loss of use caused by;
 - an **Illness** first showing **Clinical Signs**; or
 - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
 - an **Illness** that is caused by, relates to or results from an **Injury**, **Illness** or **Clinical Signs** which first showed **Clinical Signs**, within;
6. 21 days of **Your Horse's** cover starting; or
7. 21 days of the date this section was added to **Your** insurance; or
8. the dates of a temporary **Covernote**,
 - no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
6. Any amount for permanent loss of use if the **Injury** or **Illness** results from an activity not shown as covered on **Your Certificate of Insurance** Horse Details.
7. Any amount for permanent loss of use resulting from or connected with any activity **Your Horse** has never taken part in or been trained to do.
8. Any amount for permanent loss of use if **Your Horse** cannot breed if this is caused by something that is not an **Illness** or **Injury**.
9. Any amount for permanent loss of use if **Your Horse** is under 2 years of age or 17 years old or over at the beginning of the **Period of Insurance** as set out on **Your Certificate of Insurance** Horse Details.
10. Any amount if the permanent loss of use for **Your Horse** results from a vice or it's behaviour.
11. Any amount for permanent loss of use if **Your Horse** is not allowed to take part in any show because of the show regulations about horses that have had a hobbyday operation or any other operation for a respiratory system disorder.
12. Any amount for permanent loss of use unless the **Illness** or **Injury** prevents **Your Horse** from physically taking part in an activity.
13. Any amount for permanent loss of use that results from a blemish or a scar.
14. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Treatment**, **We** may reduce the amount of a benefit, or may refuse to pay the claim to the extent that **We** are prejudiced by the late notification of the claim.

Special Conditions that apply to this section

1. **You** must immediately arrange, at **Your** expense, for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**.
2. If it is **Your Vet's** opinion that **Your Horse** will never take part in any one of the activities set out on the **Certificate of Insurance** Horse Details **You** must send **Us** a report from **Your Vet** giving Details of **Your Horse's** **Illness** or **Injury** and the reasons for the opinion.
3. **We** may decide that **We** need **Our Vet** to agree with **Your Vet** that **Your Horse** will never be able to take part in any one of the activities set out on the **Certificate of Insurance** Horse Details.
4. If **Your Vet** and **Our Vet** do not agree that **Your Horse** will never take part in any one of the activities set out on the **Certificate of Insurance** Horse Details, **We** may employ another specialist **Vet**, who **You** agree **We** can employ. The specialist **Vet** will examine **Your Horse** and all parties will accept this **Vet's** opinion.
5. The period of **12 months** will always start from the date in the **Period of Insurance**
 - the **Injury** first happened; or
 - the **Illness** or **Clinical Signs** were first noticed; or
 - an **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or **Clinical Signs** that caused the permanent loss of use were first noticed, no matter how many times the same **Illness** or the same **Clinical Signs** are noticed in or on any part of **Your Horse's** body.
6. If a number of **Injuries**, **Illnesses**, or **Clinical Signs** are diagnosed as one **Injury** or **Illness**, or it is found that they are caused by, or relate to another **Injury** or **Illness**, the period of **12 months** will start from the date in the **Period of Insurance** that the first **Injury** happened or the first **Clinical Signs** of any of the **Illnesses** were noticed.
7. Once **We** have agreed the settlement of **Your** claim, **You** must agree to have the loss of use freeze mark placed on **Your Horse**. **We** will not make any claim payment until **We** have received confirmation the freeze mark has been done. If **You** have decided to euthanase **Your Horse** **We** will not make any claim payment until **We** have Veterinary confirmation that the Horse has been euthanased.
8. If **Your Horse** is covered for 100% of the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lessor, and **We** pay a claim for it, **Your Horse** will continue to belong to **You**. **We** will reduce the amount **We** pay **You** by what **Your Horse** is worth at the date of payment.
9. **You** must tell **Us** as soon as possible if **Your Horse** shows **Clinical Signs** of an **Injury** or an **Illness**, that may lead to a loss of use claim.
10. If **We** pay a claim under this section **Your Policy** will be cancelled from the date of settlement of the claim, and there will be no refund of money **You** have paid for the **Period of Insurance** after the cancellation date. If **Your** premium is being paid by instalments, **We** will deduct from **Your** claim monies any premium due for the balance of the **Period of Insurance**.
11. **We** will not make any claims payment until **We** have received the following;
 - **Vet Certificate** verifying that the horse has an **Injury** or **Illness** that has rendered it permanently incapable of ever being able to take part in any one of the activities set out on the **Certificate of Insurance** Horse Details.
 - Evidence of **Your** legal ownership of the Horse (proof of purchase).
 - If **Your Horse** was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement.

Section 7 – Horse Floats, Trailers and Horse Drawn Vehicles

What We will pay

If **Your Horse Float**, Trailer or Horse Drawn Vehicle is stolen, damaged or destroyed during the **Period of Insurance**, **We** will pay;

1. the cost of repairing **Your Horse Float**, Trailer or Horse Drawn Vehicle if it is damaged to bring it back to the same **Condition** it was in before it was damaged; or,
2. the **Sum Insured** of **Your Horse Float**, Trailer or Horse Drawn Vehicle or the **Market Value** whichever is the lessor if the cost of repair is more than it was worth or it is stolen or destroyed.

This section does not cover legal liability in respect to the use of a Horse Float, Trailer, or Horse Drawn Vehicle.

What You pay

The first \$200 for each incident where **Your Horse Float**, Trailer or Horse Drawn Vehicle is stolen damaged or destroyed.

What We will not pay

1. More than the **Sum Insured** or the **Market Value** whichever is the lesser, for each incident.
2. More than **Your Horse Float**, Trailer or Horse Drawn Vehicle was worth at the time it was stolen, damaged or destroyed.
3. Any amount if **Your Horse Float**, Trailer or Horse Drawn Vehicle is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pest, mildew, mechanical or electrical breakdown, or any other cause that happens slowly.
4. Any amount if **Your Horse Float**, Trailer or Horse Drawn Vehicle is damaged or destroyed when it is being cleaned, repaired or restored.
5. Any extra costs if replacement parts or accessories are not available.
6. Any amount for tyres that are damaged by punctures, cuts, bursts or braking.
7. Any amount if **Your Horse** Drawn Vehicle is damaged while it is being used for training, or taking part in, competitions or trials or cross country events.
8. Any amount if **Your Horse Float**, Trailer or Horse Drawn Vehicle is stolen or damaged or destroyed while the thief is trying to steal it, if **You** have not fitted a wheel clamp, tow hitch lock or put it in a building that is properly locked.
9. Any other financial loss, legal compensation, costs or expenses.
10. **Your** legal liability for payment of compensation in respect of: Death, bodily **Injury** or **Illness**, and/or
 - Physical loss of or damage to property.

Special conditions that apply to this section

1. If **You** have not insured **Your Horse Float**, Trailer or Horse Drawn Vehicle for its full **Market Value** **We** will only pay a percentage of **Your** claim. The percentage **We** will pay will be based upon how much of the full **Market Value** the amount **You** have insured **Your Horse Float**, Trailer or Horse Drawn Vehicle for represents.
2. If **Your Horse Float**, Trailer or Horse Drawn Vehicle is found, **You** must repay the full amount **We** have paid **You**.
3. **We** will not make any claims payment until **We** have received the following;
 - Copy of Police Crime Report
 - Evidence of **Your** legal ownership (proof of purchase, registration certificate)

General Exclusions

This **Policy** does not cover the following:

1. Any Horse less than 30 days old and over 30 years of age.
2. Any amount if the incident or **Accident** causing an **Injury** takes place as a result of any business, profession, occupation or while **You** are working for someone.
3. Any amount if the **Injury**, **Illness** or incident is shown as excluded in **Your Policy** including **Your Certificate of Insurance**.
4. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
5. 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.
6. Any loss caused by or results 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.
7. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
8. Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**.
9. The cost of treating any **Injury** or **Illness** caused by a malicious act, deliberate **Injury** or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You**.
10. **Your** failure to take all reasonable precautions to protect **Your Horse** from aggravating or pro-longing an **Injury** or **Illness**.
11. Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of **Your Horse**.
12. Any amount which results from **You** acting or behaving unlawfully, and any

- finer or penalties.
13. Any amount if **You** break the Australian laws or regulations including those relating to animal health and importation.
 14. Any amount resulting from a disease transmitted from animals to humans.
 15. Any pandemic disease that causes widespread **Illness**, death or destruction affecting horses.
 16. Any amount resulting from an **Illness** that **Your Horse** contracted while outside Australia, or New Zealand that it would not normally have contracted in Australia or New Zealand.
 17. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on **Your Horse**.
 18. Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by **You** or an Act of Parliament.
 19. Any amount if **Your Horse** is confiscated or destroyed under the order of any
 20. Government, Public or Local Authority or any other authority.
 21. Any Horse not vaccinated against tetanus, strangles and Equine Influenza or any other disease that there is a known vaccine and Vets recommend vaccination.
 22. Any Horse not wormed as regularly as normally recommended by a Vet.
 23. **Your** legal liability for payment of compensation in respect of:
 - Death, bodily **Injury** or **Illness**, and/or
 - Physical loss of or damage to property.

The following exclusions only apply when **Your Horse** is on a journey in Australia or New Zealand.

1. Any amount if **You** or **Your Horse** lives permanently outside of Australia.
2. Any journey **You** take **Your Horse** on against a Vet's advice.

Other exclusions may apply to **Your Policy**, including the exclusions to all cover sections under the heading "What **We** will not pay". Other exclusions may also be shown on **Your Certificate of Insurance** and/or on any other document **We** give **You** that **We** tell **You** forms part of **Your Policy**.

How to Claim

You must tell **Us** as soon as possible if anything happens which could lead to a claim.

Please write to: **Petcover** Customer Centre, 1-3 Smolic Crt, Tullamarine, Vic, 3043. Alternatively, **You** may phone Customer Services on 1300 731 324.

Making 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), 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: ldraustralia@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. 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 Australasia Pty Ltd** and **MS Amlin Syndicate 2001** at Lloyd's, managed by **MS Amlin Underwriting Limited**.

Information We process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us** and the insurer, 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 **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 personal **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.

Sanctions

We will not provide any benefit under this insurance 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.

Choice of Law and Jurisdiction

You and **We** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of Australia and subject to the exclusive jurisdiction of the courts of 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.

How to contact us

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

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Effective date 05/04/2017. Print date 01/02/2018.

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Please dispose of carefully

