

Pet Insurance

Horse & Pony

Policy

Product Disclosure Statement (including Policy Wording)



Dear policyholder,

Thank You for considering insuring with Petcover, We would be delighted to have You and Your Horse as part of the Family.

We hope Your Horse is in the best of health, but rest assured, if You need Us we'll be there to help You as best as possible. We do all We can to make the claims process as quick and easy as possible so You can count on prompt and caring service from Our experienced staff when You need it most.

The details of the cover the Policy provides are included in this booklet as well as useful information to make claiming as straightforward as possible.

Wishing You and Your Horse a happy and healthy time ahead.

The Petcover Team

Contents

Product Disclosure Statement (including Policy Wording) (PDS)	5
About this Insurance	
Who is the Insurer?	5
Who is Petcover New Zealand Ltd?	5
Our contract with You	6
What is covered?	6
Privacy Policy	6
About Us	6
Why We Collect Your Personal Information	7
How We Collect Your Personal Information	7
International Transfers	7
Who We share Your information with?	7
Storage and Security of Personal Information	8
Your access and correction rights	8
Consent Acknowledgment	8
Service issues and complaints	8
Making a Complaint	8
Telephone Call Recording	9
Terms and Conditions	10
Some words have special meanings	10
Your obligation to comply with the Policy terms and conditions	10
Your Duty of Disclosure	10
Who does the duty apply to?	10
What happens if the Duty of Disclosure is not complied with?	10
Who needs to tell us	11
What type of insurance is this?	11
How long does my Policy run for?	11
Your Horse Insurance Policy Summary	11
Applying for cover – Eligibility	11
Equine Policy Summary	11
Senior Equine Plan	12
Veterinary Fee Cover	12
Details of Veterinary Fee Cover	12
Policy Limits and Exclusions	13
Exclusions	13
Excess	14
Costs	14
Payments by Instalments	15
Goods and Services Tax (GST)	15
Your cooling-off period and Cancellation rights	15
How do I make a claim?	
Updating this PDS	16
Further information and confirmation of transactions	
Your Horse Insurance Policy – Details	16

Policy Definitions	17
General Conditions	20
Cover	25
Section 1A – Death by Injury or Illness	25
Death from Injury (Senior Plan)	26
Section 1B - Disposal	27
Section 2 – Theft or Straying	28
Section 3 – Vet's Fees	28
Section 4 – Saddlery and Tack	32
Section 5 – Loss of Irrecoverable Entry Fees	
Section 6 – Permanent Loss of Use- Physical	33
Section 7 – Horse Floats, Trailers and Horse Drawn Vehi	cles.34
Claiming	35
Notifying Us of a potential claim	35
Requesting a claim form	35
When to claim under Veterinary Fees and Complementary Trea	tment 36
Fraud	36
How to claim	36
Changes to this Notice	36
Contacting Us	36
Sanctions	36
Choice of Law and Jurisdiction	37
Service of Suit	37
Language	37

Product Disclosure Statement (including Policy Wording) (PDS)

This Product Disclosure Statement ('PDS'), which includes the **Policy** wording, contains important information about **Your 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.

This PDS provides **You** with factual information about the **Policy** and is not intended to amount to any recommendation or opinion as to whether **You** should or should not acquire the **Policy**.

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?

The **Insurer** of this **Policy** is Sovereign Insurance Australia, Pty Ltd (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100. Sovereign Insurance Australia Pty Ltd is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA"). Sovereign Insurance Australia Pty Ltd is not currently licensed to carry on insurance business in New Zealand and is not regulated by New Zealand prudential supervision laws or within the prudential supervision of the Reserve Bank of New Zealand.

An overseas policyholder preference applies. Under Australian law, if Sovereign Insurance Australia Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Sovereign Insurance Australia Pty Ltd assets to satisfy New Zealand liabilities

Who is Petcover New Zealand Ltd?

Petcover New Zealand Ltd NZBN 9429046576941 (Petcover)

Petcover is the binding agent of the Insurer and is authorised by the Insurer to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints. In arranging this insurance **Petcover** acts as agent for the Insurer and not as **Your** agent.

Petcover is registered on the Financial Service Providers Register (FSP614229). If **You** have any questions about **Our** services or anything in this PDS, please contact **Petcover** at:

Petcover New Zealand Limited Customer Care PO Box 112250 Penrose Auckland 1642 info.nz@petcovergroup.com Ph: 0800 255 426.

Petcover cannot provide You with any financial advice relating to this Policy.

Our contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between The **Insurer** and **You**. 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 included under the Policy coverage. 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) specified before entry into the contract or where required or permitted by law. 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.

What is covered?

Where We have entered into a Policy with You, We will insure You for:

- · loss or damage caused by one or more of the covered insured events; and
- the other covered benefits, as set out in the Policy occurring during the Period of Insurance.

Other persons may be entitled to cover, but only if specified as so entitled and limited only to the extent and interest specified.

Privacy Policy

In this Privacy Policy, 'We', 'Our', 'Us' means Petcover New Zealand Ltd and Sovereign Insurance Australia.

We value the privacy of personal information and are bound by the Privacy Act 2020 when We collect, use, disclose or handle personal information.

More information about how ${\bf We}$ collect, use, hold and disclose ${\bf Your}$ personal information can be found at:

- the Petcover website: petcovergroup.com/nz/privacy-and-legal; or
- Sovereign Australia Insurance's website: <u>www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf</u>

Alternatively, a copy can be sent to You on request by contacting Petcover or Sovereign Insurance Australia.

About Us

Petcover New Zealand Ltd is a specialist pet insurance provider. Its address is:

its address is.

101d Station Road Penrose Auckland 1061, New Zealand

Sovereign Insurance Australia is an **Insurer** registered and authorised in Australia. Its address is:

263 Albany Highway

Victoria Park, WA 6100

Australia

Why We Collect Your Personal Information

We will collect Your personal information for the purposes of Us providing You with insurance services and products, including:

- · arranging and administering Your application for insurance;
- · managing and administering Your insurance;
- · investigating, processing and managing Your claims; and/or
- · detecting and preventing fraud.

Petcover may collect personal information about its clients and their insurance placements and store this information on databases that may be accessed by other **Petcover** affiliates for other purposes, including providing consulting and other services to **Insurers** for which **Our** Group of Companies may earn compensation.

The personal information that **We** may collect includes **Your** name, postal address, e-mail address, date of birth, gender, financial information and personal circumstances. If **You** make a claim, **We** may collect additional personal information

to help Us make a decision on Your claim.

It is not mandatory for **You** to provide any information that **We** request. If **You** chose not to provide the information **We** request, **We** may not be able to provide **You** with the insurance services and products or properly manage and administer those services and products provided to **You**.

You also have a legal obligation to disclose certain information. Failure to disclose this information may result in **Us** declining cover, **Your** insurance being cancelled or the level of cover reduced, or **Your** claims being declined.

How We Collect Your Personal Information

Your personal information may be collected by telephone, email, in writing, or through Our websites (from data You input directly or through cookies and other web analytic tools). 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.

We may collect Your personal information from You directly. However, We may collect Your personal information from other persons, including but not limited to, persons You nominate as authorised representatives for Your Policy, Your Pet's vets, breeders and pet shops.

If **You** provide **Us** with personal information about another individual, **You** must only do so if **You** have obtained his or her authorisation to disclose that information to **Us** and have made him or her aware of this Privacy **Policy**.

International Transfers

In providing **You** with insurance services, **We** may transfer **Your** personal information outside of **New Zealand** including Australia, UK, European Union (EU) and India. If this happens **We** will ensure that reasonable measures are taken to safeguard **Your** personal information.

Who We share Your information with?

We may disclose Your personal information to third persons in connection with providing You with insurance services and products, including authorised agents; service providers; reinsurers; other Insurers; legal advisers; loss adjusters and claims handlers.

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

- · assess financial and insurance risks;
- · recover debt;
- · prevent and detect crime; and
- · develop products and services.

We will not disclose Your personal information to anyone outside this list 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.

Storage and Security of Personal Information

We store personal information electronically and physically. We store electronic information in facilities in New Zealand and overseas:

- · that We manage; or
- · that are managed by third parties, including cloud storage.

We maintain reasonable security safeguards to protect **Your** personal information from loss, misuse, unauthorised access, disclosure, alteration or destruction.

However, no storage method is completely secure and, while reasonable security safeguards are used, **We** cannot completely ensure the security of the personal information collected from **You**.

Your access and correction rights

The Privacy Act gives **You** rights to request access to, and correction of, **Your** Personal Information collected by **Us**. If **You** wish to exercise these rights, please contact **Us** at:

Petcover New Zealand Ltd

Customer Care

PO Box 112250 Penrose Auckland 1642

info.nz@petcovergroup.com

Sovereign Insurance Australia

admin@sovereignaustralia.com.au

While access to Your personal information will generally be provided free of charge, We may charge You for access costs where permitted by the Privacy Act.

Consent Acknowledgment

By purchasing insurance products from **Us** and by providing **Us** with **Your** personal information, **You** consent to **Your** information being used, held and disclosed as set out in this policy above.

Service issues and complaints

We have in place a formal dispute resolution process, encompassing both internal and external dispute resolution.

We are committed to providing quality services to Our clients. This commitment extends to giving You easy access to people and processes that can resolve a service issue or complaint.

If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 0800 255 426 during normal office hours.

If **We** are not able to resolve the issue immediately, or within five days, **We** will refer it to the Complaints Manager, who will review the complaint and advise **You** in writing of the expected time for resolution.

Making a Complaint

We treat complaints very seriously and believe You have the right to a fair, swift, prompt and courteous service at all times. If You are dissatisfied with any aspect of Our relationship, You may lodge a complaint. Our complaints process has three steps:

1. Immediate Response & Resolution

Many concerns can be resolved immediately, or within a short amount of time. If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 0800 255 426 during normal office hours.

2. Internal Dispute Resolution

If **We** are unable to resolve **Your** concern, immediately or within 2 days, **We** will escalate **Your** concerns as a complaint to Petcover's Internal Dispute Resolution Team. **Your** complaint will be handled by a person with appropriate authority, knowledge and experience. **You** will be provided with the contact details of the person assigned **Your** complaint. **We** will make a decision about **Your** complaint within 30 calendar days, however **We** will aim to resolve **Your** complaint within 15 business days. If **We** are not able to resolve **Your** complaint within 15 business days, **We** will escalate the matter to Sovereign Insurance Australia or give **You** the option to contact them yourself. Both these internal review processes will be completed within the 30 calendar days.

You may contact the Internal Dispute Resolution team directly on: 0800 255 426 or via email support.nz@petcovergroup.com or post Petcover New Zealand P. O. Box 112 250, Penrose, Auckland 1642.

You may also contact Sovereign Insurance Australia, T 263 Albany Highway, Victoria Park, WA 6100, Australia or via email at: complaints@sovereigninsurance.com.au.

3. External Dispute Resolution

In the unlikely event that **Your** complaint is not resolved to **Your** satisfaction following Petcover's Internal Dispute Resolution Process, **You** may be able to

take **Your** matter to the independent dispute resolution body, the Australian Financial Complaints Authority (AFCA). AFCA will consider complaints from our New Zealand-based customers.

AFCA resolves certain insurance disputes between consumers and **Insurers** and will provide an independent review at no cost to **You**.

We are bound by the determination of AFCA but the determination is not binding on You.

Contact details for AFCA:

Australian Financial Complaints Authority

Telephone: 1800 931 678 Email: info@afca.org.au

GPO Box 3, Melbourne VIC 3000, Australia There is no cost to You to use the

services of AFCA.

Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. This allows Us to check information You give Us and to verify information We have given You. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

Terms and Conditions

Cover under this Policy 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 page 13.

Some words have special meanings

Certain words used in the **Policy** have special meanings. The Definitions section of this document on pages 18-20 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 decline or reduce any claim payment and/or cancel the **Policy** to the extent **We** are prejudiced by **Your** non-compliance.

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**, **You** have a duty 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 Pet**) that is relevant to **Our** decision to insure **Your Pet**, 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, to the extent permitted by law, cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim to the extent **We** are prejudiced by **Your** non-disclosure. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

Who needs to tell us

It is important that **You** understand that **You** must answer **Our** questions honestly for **Yourself** and anyone else whom **You** want to be covered by the **Policy**.

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; to 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**:

- Disposal after humane destruction or death 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

**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.

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 section is a limited summary only and not a full description of the covers provided under the **Policy**. Each cover noted is subject to terms, conditions, **Exclusions** and limitations that are not listed in the **Policy** 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 provided under the Policy.

Applying for cover - Eligibility

Eligible **Horses** or Ponies can commence cover from the age of 30 days and before their 30th birthday. **Your Horse** must live in **New Zealand**.

The horse or pony must be in sound health free from any Illness, disease, Injury, or physical disability when the cover commences, unless disclosed by on Your Certificate of Insurance and noted on Your Certificate of Insurance

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

Equine Policy Summary

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

	Benefits	Maximum Benefit	Basic Cover	Economy Cover	Superior 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

3а	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 Physical- 60% or 100% percentage options available	Sum Insured	Optional Extra Benefit (not available under age of 2	Optional Extra Benefit (not available under age of 2	Optional Extra Benefit (not available under age of 2	No	No
7	Horse Floats and Horse Drawn Vehicles	Sum Insured	Optional	Optional	Optional	No	Yes

Senior 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 the Senior 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

We have two (2) veterinary fee plans available for horse and ponies under Our Equine Policy.

These plans provide a comprehensive cover options designed to meet the individual needs of each horse and pony owner.

Details of Veterinary Fee Cover

Economy Plan

The maximum amount payable is \$7,000 for each **Period of Insurance**. The excess payable under this cover is \$1,000. This is the amount which **You** must pay towards the cost of each unrelated Illness or Injury in each **Policy** period.

Superior Plan

The maximum amount payable is \$10,000 for each **Period of Insurance**. The excess payable under this cover is \$250 this is the amount which **You** must pay towards the cost of each unrelated **Illness** or **Injury** in each **Policy** period.

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 amount if **You** or **Your Horse** lives permanently outside of New Zealand.
- 2. For any journey You take Your Horse on against a Vet's advice.
- Any amount if the Injury, Illness or incident is shown as excluded in Your Policy including Your Certificate of Insurance.
- 4. For any Illness which starts in the first twenty-one (21) days of cover (Waiting Period), or any Pre-Existing Conditions. If Your Pet was injured or ill at any time before the commencement of Your insurance, We will not cover any costs relating to that Injury or Illness. This applies regardless of whether or not We place any exclusion(s) for the Injury/Illness in Your Certificate of Insurance. The twenty-one (21) day Waiting Period will cease at 00.01 on the twenty second (22nd) day of cover.
- For any accident, Injury or Illness which occurred or showed clinical signs or symptoms in excess of 12 months (365 days).
- Any amount if the incident or Accident causing an Injury or Illness takes
 place as a result of any business, profession, occupation or while You are
 working for someone.
- The cost of treating any Injury or Illness caused resulting from a malicious act, deliberate Injury or gross negligence caused by You or a member of Your Immediate Family or anyone living with You or working for You.
- Any amount resulting from Your failure to take all reasonable precautions to protect Your Horse from aggravating or pro-longing an Injury or Illness.
- Any amount for the treatment of tetanus, strangles, hendra virus, equine herpes virus, equine influenza (EI) or any other disease not listed for which there is a known vaccine that a Vet would normally recommend.
- Any amount if Your horse is not vaccinated against an Illness for which a vaccine is available that a Vet would normally recommend.
- 11. Any amount for any experimental medication, treatments or therapies, prosthesis, orthopedic supports or braces, cancer vaccines, therapeutic antibody for equine cancer, stem cell therapy, gene therapies, platelet rich plasma therapy (PRP), Shockwave Therapy, pre/probiotics, cold laser treatments, Low level Laser therapy (LLLT), Photobiomodulation (PBM Therapy), Interleukin-1 Receptor Antagonist Protein (IRAP), Bisphosphonates (Equidronate /Osphos), short wave infra-red therapy, equine dry salt therapy, vibration therapy, 3D printing, and any drugs not used in accordance with the manufacturers recommendations.
- 12. The cost of buying or hiring equipment or machinery or any form of housing.
- 13. The costs of surgical equipment that can be used more than once
- 14. The costs of hospitalisation and any associated treatment unless the Vet confirms that Your Horse must be hospitalised for Veterinary Treatment that can only be administered by a Veterinarian or member of a Veterinary practice.
- 15. The costs of stabling and/or the agistment of Your Horse.
- The costs of putting You Horse to sleep, including the Veterinary Consultation/visit and any medication required to carry out the procedure.
- 17. The costs of a post mortem examination, elective or economic destruction.
- The costs of having the Horse buried, cremated, disposed of where the cause of death is attributable to an exclusion or is not covered under the policy.
- The costs of any Veterinary Treatment associated with or resulting from breeding, pregnancy or giving birth, frozen or fresh embryo transfers (FET) including any complications.
- 20. For any unborn foal, prospective foal, embryo, frozen embryo or foetus.
- 21. For costs associated with travel/mileage.
- 22. For Your Horse if not wormed as normally recommended by a Vet.
- For any pandemic disease that causes widespread Illness, death or destruction affecting horses.

- 24. For any amount resulting from a disease transmitted from animals to humans.
- 25. For any amount after the last day of the of the **Period of Insurance**, unless of further period of insurance has been entered into by **You** and Us, in which case the costs may be paid under the new policy entered into Us.
- Any amount resulting from an Illness that Your Horse contracted while outside Australia, or New Zealand.
- Any amount which results from You acting or behaving unlawfully, including any fines or penalties.
- Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of **Your Horse**.
- Any amount if Your Horse is confiscated or destroyed under the order of any government, public or local authority or any other authority.
- Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 31. 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.
- 32. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil disobedience, strikes, and people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisations.
- Any amount if You break the New Zealand laws or regulations including those relating to animal health and importation.
- 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.
- Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by You or an Act of Parliament.
- Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- Any legal expenses resulting from criminal proceedings because of a deliberate act by You.
- 38. 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 **New Zealand** or Australia.

- Any amount if You or Your Horse lives permanently outside of New Zealand.
- 2. Any journey You take Your Horse on against a Vet's advice.

These are the main Exclusions and Policy Limits. Additional Exclusions and Policy Limits that apply. For full details of all relevant Policy Limits and Exclusions You must read the Certificate of Insurance, the general Exclusions to all sections and also to the specific Exclusions to each section under the heading "What We will not pay".

Excess

You will be required to pay a non-refundable Excess for claims made under this Policy. The Excess is shown on Your Certificate of Insurance and is payable on each un-related condition claim made under Your policy per policy year. Separate Excesses may apply to 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, including but not limited to, the breed of **Your Horse**, where **You** live, age of **Your Horse** and relevant claims history.

You will also have to pay any compulsory government charges (e.g.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 includes Commission paid to **Petcover**. If a person has referred **You** to Us, **We** may pay them a part of the Amount that relates to Commission. 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 or longer may allow 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 New Zealand Inland Revenue.

You must advise **Us** of **Your** correct input tax credit entitlement where **You** are registered for GST with the Inland Revenue Department. **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.

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel. **You** can call us on 0800 255 426 or send written confirmation to: **Petcover** Pet Insurance, PO Box 112250, Penrose Auckland 1642 or email to info.nz@ petcovergroup.com.

We may deduct from Your refund amount 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, government taxes or duties **We** cannot recover (refer to 'General **Conditions**'. Cancellation on pages 21 - 22 for full details).

How do I make a claim?

We understand that it may be distressing when a horse suffers and Injury or Illness so We will do all We can to make the claims process as quick as possible. There is a lot of useful information on Our website petcovergroup.com/nz to assist You in making a claim.

Notify **Us** of a claim or potential claim within 30 days of the **Illness** or **Injury** occurring by:

- Downloading and completing a claim form from Our website petcovergroup.
 com/nz/claims or You can notify Us by sending the completed claim form to:
 Petcover Claims Centre, PO Box 112250, Penrose Auckland 1642.
- Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by You, Your Vet and Petcover) and We will pay the Veterinary Practice directly. You will need to pay Your Vet directly the applicable Excess(es) and the costs of any non-claimable items.

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, fully itemised invoices and the reasonably required veterinary history any other information which We may reasonably request. We will assess Your claim. We will communicate the outcome with You.

Updating this PDS

We may need to update this Product Disclosure Statement from time to time if certain changes occur where required and permitted by law. We will issue You with a new Product Disclosure Statement or a Supplementary Product Disclosure Statement 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 Product Disclosure Statement). Other documents may form part of Our Product Disclosure Statement and the Policy (for example; Certificates of Insurance, Supplementary PDSs and/or endorsements). If they do We will tell You in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

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**;

- Acupuncture, chiropractic, manipulation, herbal medicine, homeopathy, osteopathy, physiotherapy, remedial therapy. 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.
- 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.

Economic Destruction Where finances are inadequate to treat or reduce the horses suffering resulting in the destruction of horse and/or immediate destruction is not recommended by a veterinarian.

Elective Destruction Where the horse is euthanised due to an **Injury** or **Illness** which does not meet the humane destruction guidelines and/or immediate destruction is not recommended by a veterinarian.

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. This also means any 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.

Expert Valuer A member of the Auctioneers Association of NZ with relevant skills and knowledge in the New Zealand Horse Industry of not less than 5 years standing

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 New Zealand 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;

- a Horse of the same age, breed, bloodline, and sex as Your Horse at the time of the claim, and assuming the same ability Your Horse or Pony had just before the Injury happened or the Illness first showed Clinical Signs.
- 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.
- Saddlery and Tack of the same brand, make, age, type and condition, as the Saddlery and Tack that has been stolen or destroyed.

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 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 for:

- 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

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;
- 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.

Retrospective Valuation The process of determining the market value of a horse at a specific time in the past e.g. prior to euthanasia/death, or to determine how much the value has increased over a period of time.

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 **New Zealand**, other than one who may be the insured.

Veterinary Consultation A review of the patient's history including a physical examination and recommendations as to the care and treatment, for the avoidance of doubt this does not include consultations by telephone and/or online unless the insured horse is located in a remote location, town or station where there are no or limited veterinary services available and the horse requires urgent veterinary advice.

Veterinary Fees means the amount **Vets** charge for the care and treatment they provide.

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 Sovereign Insurance Australia, , the **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.

Your Saddlery and Tack means listed 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).

General Conditions

Conditions of the Policy

You must comply with the General Conditions and Special Conditions to have the full protection of the Policy. If You do not, and the Condition You have not complied with relates to a claim, We may refuse or reduce the amount We pay under the claim.

Caring for Your Horse

Throughout the **Period of Insurance You** must take all reasonable steps to maintain **Your Horse's** health and to prevent **Injury**, **Illness** and loss.

- a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a dis-agreement 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.
- c. 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

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.

- 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.
- 3. 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

When **You** make a claim **You** agree to give **Us** any information **We** may reasonably ask for.

Legal rights against others

- a. 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.
- a. 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 provide all reasonable assistance You can and provide any documents We ask for.

Claims – Paid Direct to Vet	If We receive a request to pay the claim settlement direct to a Veterinary Practice , We reserve the right to decline this request. 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.
Claims – Over Treatment	If We consider the Veterinary Treatment or Alternative or Complementary Treatment Your Pet 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 an independent Vet. If the independent Vet does not agree that the Veterinary Treatment or Alternative or Complementary 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 the independent Vet from whom We have requested the second opinion.
Claims – Veterinary information	You agree that any Vet has Your permission to release any information We reasonably ask for about Your Horse. If the Vet makes a charge for this, You must pay the charge.
Claims – Settlement	When \textbf{We} settle \textbf{Your} claim, \textbf{We} reserve the right to deduct from the claim amount, any amount due to $\textbf{Us}.$
Cancelling Your Policy	You can cancel Your Policy by contacting Us on 0800 255 426, writing to Us via post or email to info.nz@ petcovergroup.com. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date, unless you have made a claim. 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

In addition to Your Cooling off rights detailed earlier,

You may cancel the Policy at any time by notifying

b. Cancellation by **You** will be effective from 16:00 (4:00pm) NZST on the day **We** receive **Your** notice

must be paid.

of cancellation.

Cancellation

rights

Cancellation rights (cont.)

- c. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel:
 - 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.
- d. Cancellation by Us will be effective from the later of 16:00 (4:00pm) on the third business day after the day it is given to You or such other date specified in the cancellation notice.
- If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, and any government taxes or duties We cannot recover.
- 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.

Claims

- 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.
- 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.
- 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.
- Regardless of Your claims history, at renewal We have the right to amend Your Policy terms and conditions, this includes:
 - imposing terms such as the application of excesses;
 - · increasing Your premiums;
 - excluding cover;
 - · amending the Policy wording and/or
 - · changing Your payment type.

We also have the right to not invite renewal. We will notify You in writing of any such action.

Your Horse is only covered under this Policy if You pay the premium.
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 (1) 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 .
 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. 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. 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.
a. New Zealand 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.
 a. Your Horse must live in New Zealand. 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.
The Policy is subject to any rights and remedies You have under New Zealand Legislation.
If You have intentionally provided false information or make a false or exaggerated claim, or any claim involving Your dishonesty, We may cancel or Void this Policy and We may decline further claims and their associated payments under the Policy.

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.

- You must, at all times, insure Your Horse for all the activities that it will be used, or trained to be used, for.
- You must at all times insure Your Horse for its current Market Value as is reasonably determined by You.
- 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 or may reduce the total amount claimable, to the extent that We are prejudiced by the late notification of the claim.
- Any rights and remedies You have under the Contract and Commercial Law Act 2017.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 New Zealand.
- For up to 30 days during each Period of Insurance for temporary visits to Australia.
- Whilst Your Horse is being transported in New Zealand and while temporarily in Australia, this includes any journeys between these areas.

Section 1A – Death by Injury or Illness

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.

You must pay:

The first \$250 of each claim.

- 1. More than the Sum Insured or the Market Value, whichever is the lesser.
- 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.
- 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.
- Any amount for euthanasia if Your Vet or Our Vet believe the Illness or Injury Your Horse was suffering from could have been treated or if Your Vet or Our Vet believes it was humane to keep Your Horse alive.
- 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.
- 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.
- 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.

- Any amount if Your Horse's Condition does not meet the current New Zealand Veterinary Association (NZVA) 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.
- 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.
- 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 Senior Plan Policy.
- 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.

Death from Injury (Senior Plan)

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**.

You must pay:

The first \$250 of each claim.

- 1. More than the **Sum Insured** or \$3,000 whichever is the lesser.
- 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.
- Any amount if Your Vet or Our Vet believes the Injury Your Horse is suffering from can be treated.
- 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.
- Any amount if Your Horse's Condition does not meet the current New Zealand Veterinary Association (NZVA) Guidelines for the destruction of horses under all risk mortality insurance Policy.
- 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.
- 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.
- 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.
- 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.

Special conditions that apply to sections 1A and Senior Plans:

- You must tell Us as soon as possible if Your Horse shows any Clinical Signs
 of an Injury or an Illness.
- If You or Your Vet decides on euthanasia of Your Horse You must tell Us as soon as reasonably possible.
- 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.
- 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 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.
- 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 Senior 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

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**.

- 1. More than the Maximum Benefit.
- Any amount if You do not have Section 1a Death from Injury or Illness shown as covered on the Certificate of Insurance Horse Details.
- 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

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.

We will not pay:

- More than the Sum Insured or the Market Value of Your Horse whichever is the lesser.
- Any amount if You do not have Section 1a Death from Injury or Illness or Senior 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.
- 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.
- Any amount if the theft or loss of Your Horse involves Your employee's dishonesty.
- Any reward paid to a member of Your Immediate Family, any person living with You or employed by You.
- 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 **Lease**d, a copy of the **Loan/Lease** agreement

Special conditions that apply to this section:

- You must notify the police as soon as You discover Your Horse has been stolen or gone missing.
- 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

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**.

You must 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 Benefit each year	Excess
Superior Plan Vet's Fees Section 3 (normal)	\$10,000	\$250
Economy Plan High Excess Vet's Fees	\$7,000	\$1000
Vet's Fees Senior Plan Option B	\$2,000	\$250

- 1. More than the Maximum Benefit.
- 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.
- 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.
- 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.
- The cost of any Veterinary Treatment or Alternative Treatment a Vet normally recommends to prevent Injury or Illness.
- 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.
- The cost of any Veterinary Treatment or Alternative Treatment that results from a vice or from Your Horse's behaviour.
- 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.
 The Alternative Treatment of Alternat
- The cost of any Veterinary Treatment or Alternative Treatment if Your Horse is covered by Our Senior 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.
- 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.
- 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.
- 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, or reduce the claimable amount, to the extent that We are prejudiced by the late notification of the claim.
- The cost of any Veterinary Treatment or Alternative Treatment for an Illness if Your Horse is aged 17 years or over. Vet's Fees (Senior Plan Option B)

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**.

You must 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 Benefit each year	Excess
Vet's Fees Senior Plan Option B	\$2,000	\$250

- 1. More than the Maximum Benefit.
- The cost of any Veterinary Treatment or Alternative Treatment Your Horse receives after 12 months from the date the Injury happened.
- The cost of any medicines or materials prescribed or supplied to be used after 12 months from the date the Injury happened.
- 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.
- The cost of any Veterinary Treatment or Alternative Treatment a Vet normally recommends to prevent Injury.
- 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.
- The cost of any Veterinary Treatment or Alternative Treatment that results from a vice or from Your Horse's behaviour.
- 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.
- 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.
- 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 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:

- 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 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.
- 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.
- 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

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.

You must pay:

The first \$250 for each incident where **Saddlery and Tack** is stolen, damaged or destroyed.

We will not pay:

- 1. More than the Sum Insured for each incident.
- 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.
- 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.
- 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.
- Any amount if the Saddlery and Tack is damaged when it is being cleaned, dyed, repaired or restored.
- 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.
- More than the Saddlery and Tack was worth at the time it was stolen, damaged or destroyed.

Special conditions that apply to this section:

- 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.
- You must notify the police as soon as You discover any of Your Saddlery and Tack has been stolen or deliberately damaged.
- 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

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.

- 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.
- Any amount if You do not have Section 1a Death by Injury or Illness, shown as covered on Your Certificate of Insurance Horse Details.
- 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-Physical

We will pay:

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 under take part in any one of the activities as set out on the Certificate of Insurance Horse Details.

We will pay either the **Sum Insured** as set out on the **Certificate of Insurance**, or, the **Market Value** prior to **Injury**, less the **Market Value** at the time of the claim, **We** will pay the lesser of the two.

You must pay:

The first \$250 of each claim.

- 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 Horse Details.
- 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.
- 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:
 - 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.
- 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;
 - · 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 in or on Your Horse's body.
- 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.
- 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.
- 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.
- 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.
- 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 hobday operation or any other operation for a respiratory system disorder.
- 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:

- You must immediately arrange for a Vet to examine and treat Your Horse if it shows Clinical Signs of an Injury or an Illness.
- 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.
- 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.
- 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 euthanise Your Horse We will not make any claim payment until We have Veterinary confirmation that the Horse has been euthanised.
- 8. If Your Horse is covered for 100% of the Sum Insured or the Market Value of Your Horse whichever is the lesser, and We pay a claim for it, Your Horse will continue to belong to You. We may reduce the amount We pay You by what Your Horse is worth at the date of payment.
- 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

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;

- 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,
- the Sum Insured of Your Horse Float, Trailer or Horse Drawn Vehicle or the Market Value whichever is the lesser 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**.

You must pay:

The first \$250 for each incident where **Your Horse Float**, Trailer or **Horse Drawn Vehicle** is stolen damaged or destroyed.

We will not pay:

- More than the Sum Insured or the Market Value whichever is the lesser, for each incident
- More than Your Horse Float, Trailer or Horse Drawn Vehicle was worth at the time it was stolen, damaged or destroyed.
- 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.
- Any amount if Your Horse Float, Trailer or Horse Drawn Vehicle is damaged or destroyed when it is being cleaned, repaired or restored.
- Any extra costs for replacement parts or accessories that were delayed or incurred additional costs, when the same or similar parts were readily available and accessible at an available stockist.
- 6. Any amount for lyres that are damaged by punctures, cuts, bursts or braking.
- 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.
- 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.
- 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:

- 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.
- 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)

Claiming

It is distressing when a much-loved pet suffers an **Injury** or **Illness** so **We** do all **We** can to make the claims process as quick and easy as possible. There is lots of useful information on **Our** website petcovergroup.com/nz/make-a-claim to assist **You** making a claim.

This section tells **You** what **You** will need to send **Us** if **You** need to make a claim. Don't forget if **You** have a valid claim for **Veterinary Fees We** can pay the **Veterinary** Practice direct (if mutually agreed to by **Your Vet**) which means the only amount **You** will need to pay them is the **Excess** which applies to the **Treatment** for **Your** Pet

Notifying Us of a potential claim

In all cases, other than **Veterinary Fees**, Alternative or Complementary **Treatment** claims, **You** must let **Us** know of any circumstances which are likely to lead to a claim.

Requesting a claim form

Most claim forms can be downloaded from **Our** website petcovergroup.com/nz/ make-a-claim.

Some proactive **Veterinary** Practices will also have a supply of **Veterinary Fees** claim forms and some will submit **Your** claim for **You** (providing **You** have completed **Your** section of the claim form).

If You would like Us to send You a claim form please contact Us.

When to claim under Veterinary Fees and Complementary Treatment

Claims must be sent to **Us** as soon as possible, but no later than one year after the **Treatment** start date

Fraud

Fraud increases Your premium and the premiums of all Policyholders. If You:

- Intentionally provide Us with false information,
- · Intentionally make a false or exaggerated claim with Us, or
- · Make any claim with **Us** which involves **Your** dishonesty,

We will not pay Your claim and We may avoid Your Policy and inform the relevant authorities. If We pay a claim and subsequently find the claim was fraudulent, You must repay Us the full amount.

'Void Your Policy' means We will cancel Your Policy from the date the fraud occurred. If We take this action You must tell any other Insurer that We have avoided Your Policy and failure to do this could invalidate any future insurance Policy.

How to claim

Notify Us of a potential claim as soon as possible by:

- Downloading and completing a claim form from Our website: petcovergroup. com/nz/make-a-claim; or
- Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by Your Vet) and We will pay the Veterinary Practice directly. You will need to pay Your Vet the applicable Excess(es) and any non-claimable items. Claims for Veterinary Fees and Complementary Treatment must be notified to Us no later than one year after the Treatment date.

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 communicate Our decision with You.

- Contact Us as soon as reasonably possible about any incident that happens involving Injury to a person, another animal or property even if You don't believe a claim will be made against You at the time. Call Us on 0800 255 426 between 8:30am – 5:00pm Monday to Friday.
- 4. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim. Any writ, summons or legal documents received by You need to be sent to Us as soon as reasonably possible. You must not respond to any of these documents.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 1st July 2020.

Contacting Us

If You have any questions relating to the processing of Your information, please contact \mbox{Us} :

Petcover New Zealand Ltd

Customer Service Centre PO Box 112250 Penrose

reniose

Auckland 1642

Ph: 0800 255 426

For information about the insurer and Sovereign Insurance Australia please visit https://www.sovereignaustralia.com.au/

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 New Zealand and subject to the exclusive jurisdiction of the courts of New Zealand.

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 New Zealand. 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:

Sovereign Insurance Australia 263 Albany Highway Victoria Park, WA 6100, Australia

Language

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

By Telephone 0800 255 426

By Email info.nz@petcovergroup.com

In Writing Petcover

Customer Care PO Box 112250

Auckland 1642

Penrose

Website petcovergroup.com/nz

National Relay Service nzrelay.co.nz

Administrator

Petcover New Zealand Limited (NZBN 9429046576941) is the sole Administrator of the policies acting on behalf of the Insurer.

The Insurer

The Insurer of this Policy is Sovereign Insurance Australia Pty Ltd - Australia (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100. Sovereign Insurance Australia Pty Ltd is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth). Please consider the PDS before making a decision to purchase the product. This information does not take into account your objectives, financial situation or needs and does not constitute any form of financial advice or recommendation.

The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA"). Sovereign Insurance Australia Pty Ltd is not currently licensed to carry on insurance business in New Zealand and is not regulated by New Zealand prudential supervision laws or within the prudential supervision of the Reserve Bank of New Zealand.

An overseas policyholder preference applies. Under Australian law, if Sovereign Insurance Australia Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Sovereign Insurance Australia Pty Ltd assets to satisfy New Zealand liabilities.

