

# Pet Insurance Horse & Pony

# Combined Financial Services Guide and Product Disclosure Statement (including Policy Wording)



Please read in conjunction with **Your Certificate of Insurance** to understand the **Policy** for **Your Horse or Pony**.

# 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. 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

Part 1: Financial Services Guide (FSG)	4
Information About Petcover's Services	4
Introduction	4
Who do We Act For?	4
How You can instruct Us	4
Arranging Your insurance	5
The people who provide Our services	5
Information on Remuneration	6
Our remuneration	6
Do We receive any other remuneration for Our service?	6
Interest	6
Conflicts of interest	6
Relationships and Associations	7
Other important information	7
Compensation Arrangements	7
Professional Indemnity Insurance	
Premium and Invoice Calculations	
Privacy Notice	7
Privacy	7
International Transfers	7
Information We process	7
Information containing personal and sensitive personal information	7
Collecting electronic information	8
How We use Your information?	8
Who We share Your information with?	8
Why it is necessary to share information?	8
Your rights	8
Providing consent to process Your information	8
Collection and use of client information	9
How We use Your data	9
Insurance Brokers Code of Practice	9
Telephone Call Recording	10
Service issues and complaints	10
Making a complaint	10
Immediate Response & Resolution	10
Internal Dispute Resolution	10
External Dispute Resolution	10
Part 2: Product Disclosure Statement (PDS)	11
About this Insurance	11
Who is the Insurer	11
Who is the Administrator	11
Our contract with You	11
Terms and Conditions	12
Some words have special meanings	12
Your obligation to comply with the Policy terms and conditions	12
Your Duty not to make a Misrepresentation	12
Who does the duty apply to?	12
Duty not to make a Misrepresentation for Renewals	12
What happens if the Duty not to make a Misrepresentation is not complied with?	

What type of insurance is this?	13
How long does my Policy run for?	13
Your Horse Insurance Policy Summary	13
Applying for cover – Eligibility	14
Horse and Pony Policy Summary	14
Senior Horse and Pony Plans	14
Veterinary Fee Cover	15
Details of Veterinary Fee Cover	
Policy Limits and Exclusions	15
General Exclusions	15
Excess	15
Costs	15
Payments by Instalments	16
Goods and Services Tax (GST)	16
Your cooling-off period and Cancellation rights	16
How do I make a claim?	16
General Insurance Code of Practice	16
Updating this PDS	16
Further information and confirmation of transactions	17
Your Horse Insurance Policy – Details	17
Policy Definitions	17
General Conditions	20
Cover	24
Section 1A – Death by Injury or Illness	
Death from Injury (Senior Plan)	
Section 1B – Disposal	
Section 2 – Theft or Straying	
Section 3 – Veterinary Fees	
Vet's Fees (Senior Plan Option B)	
Section 4 – Saddlery and Tack	
Section 5 – Loss of Irrecoverable Entry Fees	
Section 6 – Permanent Loss of Use- Physical	
Section 7 – Horse Floats, Trailers and Horse Drawn Vehicles	
Section 8 - Personal Accident	36
How to Claim	37
Changes to this Notice	
Contacting Us	37
Sanctions	37
Choice of Law and Jurisdiction	
Service of Suit	38
Language	38

# Part 1: Financial Services Guide (FSG)

This combined Financial Services Guide (FSG) document and the Pet Insurance Product Disclosure Statement (which includes the Policy Wording) (PDS) that **You** have been given, aims to help **You** make an informed decision about the financial services and products **We** can provide to **You** as a retail client and together contain important information about:

The financial services We can offer You;

- · Who We act for in providing these services;
- · How We and other relevant persons are paid; and
- · How complaints are dealt with.

The Financial Services Guide (FSG) explains:

- Our products and services;
- Our remuneration;
- · Other important information.

Please take the time to carefully read this FSG and keep it safely with **Your Policy** documents.

#### Information About Petcover's Services

The PDS also contains information on the significant benefits and characteristics of the product and the standard terms, conditions, limits and exclusions of **Our** Pet Insurance cover to assist **You** in making an informed decision about whether to purchase it or not.

In this FSG "We, Our and Us" refers to Petcover Aust Pty Ltd ABN 97 119 476 990 AFSL No. 507143 of 1-3 Smolic Court Tullamarine VIC 3043, Telephone: 1300 731 324 which is authorised under its AFS Licence to provide advice on and deal in general insurance products, including Pet Insurance.

#### Introduction

We aim to provide You with insurance products and services that protect You and/ or enhance Your Pets life. To help Us achieve this, it's important that You understand what We do as Your insurance agent.

Our FSG contains important information about the products and services Petcover Aust Pty Ltd (Petcover) offers. It also explains how **We**, and **Our** representatives, may be remunerated and contains details of **Our** internal and external complaints handling procedures.

By engaging Petcover Aust Pty Ltd to provide insurance services, **You** are, in the absence of a formal written retainer agreement, agreeing to the delivery of **Our** services and to **Our** remuneration as described in this FSG.

If **You** are buying a Retail Product (as defined in the Corporations Act 2001), **We** will, if and when required, also give **You** a Product Disclosure Statement. This contains information on the product and its features to assist **You** in making an informed decision about whether or not to buy it.

If **We** give **You** personal advice about a retail product, which takes into account **Your** individual objectives, financial situations or needs, **We** will, if required, also give **You** a Statement of Advice. This contains the advice **We** have given, the basis of that advice and other information about **Our** remuneration and any relevant associations or interests which may have influenced the advice provided.

This FSG is also available on Our website www.petcovergroup.com/au

#### Who do We act for?

As an Agent acting under a binder from the Insurer, Sovereign Insurance Australia Pty Ltd ABN 85 138 079 286 AFS License Number 342516 We act to arrange to enter into insurance products on their behalf. Under **Our** binder agreement, **We** also agree to handle and settle claims on the **Insurer's** behalf. For General insurance products provided as an insurance intermediary, **We** will act on your behalf. We will tell **You** before or at the time if **We** are not acting for **You** in providing any part of **Our** service.

Any advice given to **You** about pet insurance will be of a general nature only and will not take into account **Your** personal objectives, financial situation or needs. **You** need to determine whether this product meets **Your Pet's** needs

#### How You can instruct Us

You can give Us instructions by using the contact details set out in this FSG.

#### **Our products and services**

As an insurance intermediary **We** are licensed to deal in and provide advice in relation to Pet Insurance and or General risk insurance products.

Under Our licence, amongst other things, We are able to:

- Arrange Pet Insurance and or general risk insurance products to help You protect against insurable risks;
- · Collect information that insurers require from You;
- Where needed, provide **You** with information and advice about Pet Insurance and or General risk insurance products; and
- Assess and pay Pet Insurance Claims and where needed, assist You to make General insurance claims.

We will endeavour to arrange insurance that meets Your Pet Insurance and or Your General risks and needs. However, as it is You who best understands Your risks and needs You should always consider the appropriateness of any products We provide or any insurance We recommend to You before acting on Our recommendations. We also rely on You for the accuracy and completeness of information You provide to Us.

Your Policy documents (including policies and endorsements) contain the terms of Your cover, including the applicable limits, sub-limits and deductibles and Your obligations. You must read these documents carefully to ensure that the cover suits Your needs and so You understand and comply with Your obligations under Your Policy(ies). Failure to do so may result in uninsured losses.

Finally, please note that **We** cannot guarantee the availability of insurance for **Your** particular risks or the solvency of insurers.

#### **Arranging Your insurances**

While cost is always important, the quality of insurance cover offered by a **Policy** is equally important. Insurance that does not match **Your** needs is worthless, however cheap the premium.

As one of Australia's leading Pet Insurance providers, **We** have many clients with similar Pets, businesses and situations with similar risks and needs. For these, **We** design and develop **Petcover** products which combine good pricing and quality cover from reputable Insurers.

We understand that Pet Insurance can be a complex area and not something that pet owners deal with every day. That is why **Our** employees who are involved in the sale of insurance products and services are Tier 2 qualified based on Financial Services Reform requirements. This enables them to provide **You** with meaningful advice and assistance when **You** need it.

#### The people who provide Our services

We provide Our services using Petcover employees.

However, in some cases, **We** may use "Authorised Representatives" or "Mere Referrers". "Authorised Representatives" are third parties who **We** have authorised to provide **You** and **Your** Pet's information to **Us** to allow us to be able to provide **You** with **Pet** Insurance.

"Mere Referrers" are other third parties who **We** have authorised to provide **You** and **Your Pet's** information to allow **Us** to be able to provide **You** with **Pet** Insurance. They will only provide factual information and are not authorised to provide any advice.

Our Authorised Representatives and Mere Referrers are not employees and do not receive a salary. Instead they may be paid a percentage of the commission and/or other part of **Our** remuneration for the financial services they provide. This percentage may be up to 10% of **Petcover's** remuneration.

The Authorised Representative or Mere Referrer's employees may receive salaries, bonuses and/or company dividends in their own business depending on the nature of their employment. Bonuses may be linked to general overall performance, including sales performance and may include all or part of the commission received by the Authorised Representative or Mere Referrer.

The Authorised Representative or Mere Referrer, and/or its associates, may also receive other financial and non-financial incentives from **Petcover** for arranging **Your Pet** Insurance **Policy**. Such incentives may be dependent on a number of performance-related or other factors and may include, for example, sponsorship of training events and conferences, marketing promotions and competitions.

# Information on Remuneration

## **Our remuneration**

Unless We have advised otherwise, Our remuneration will comprise the following:

• A commission paid to Us by the Insurer.

We receive commission from the Insurer Sovereign Insurance Australia (ABN 85 138 079 286 AFS License Number 342516), each time You buy a Policy. It is calculated as a percentage of the Insurer's base premium (this is the premium less stamp duty, GST and other government taxes, charges and levies).

Commission paid to **Us** by the **Insurer** are rates of commission up to 30% of the premium (before taxes and statutory charges) for **Pet** Insurance. Commissions depend on the type of insurance. Different **Insurers** may pay different rates of commission.

In addition, We may also receive the following:

- A service charge for **Policy** invoicing, premium collection and remittance and for issuing
  policies and other insurance administration work. This charge will appear on **Your** invoice
  and may vary depending on the work involved and the commission **We** receive;
- We may charge an additional administration fee for any change to the **Policy** that necessitates **Us** producing a further statement or invoice or a Certificate of Insurance **We** may retain this fee from any premium refund arising in connection with the **Policy** change.

Please note that **We** treat **Our** remuneration as fully earned when **We** issue **You** with a tax invoice, unless **We** have a written agreement with **You** that varies this statement.

You agree that We may retain all Our commission, fees and other remuneration in full in the event of any mid-term cancellation of a **Policy** or future downward adjustment of premium. You also agree that the **Insurer** and **Petcover** may offset such remuneration from any premium refund **You** are entitled to.

We want to be entirely transparent about Our remuneration so please ask Us if You

want more information or have any questions.

Where You have been referred to Us by a third party, We pay them a fee, a proportion of Our commission or other appropriate merchandise. This does not increase the premium You pay to Us.

We pay Our staff and representatives an annual salary for their services and they may also receive bonuses or other incentives and rewards based on their performance relating to sales of products and other business criteria.

If **You** require further details about any of the above remuneration received by **Us**, please ask **Us** within a reasonable time after receiving this document and before **We** provide **You** with advice on or **We** issue **You** with Pet Insurance.

# Do We receive any other remuneration for Our service?

#### Interest

The law requires **Us** to pay **Your** premiums (and certain moneys paid to **Us** by Insurers for **Your** account) into a trust account pending payment to the **Insurer**. **We** are entitled to earn and retain interest on these monies. **Our** standard credit terms for premium payments are fourteen (14) days. **We** pay Insurers within the period dictated by the law or earlier if the insurer requires.

**Petcover** and its staff may also receive non-monetary benefits from **Insurers** such as sponsorships of **Petcover** client functions and meals and entertainment. **Petcover** has and monitors compliance with a **Policy** that ensures that these do not create a conflict with **Your** interests.

Should **You** require further information regarding any of the above forms of indirect remuneration or benefits, please contact **Your Petcover** Client Relationship Manager.

#### **Conflicts of interest**

Conflicts of interest may arise in circumstances where some or all of **Your** interests as **Our** client are, or may be, inconsistent with some or all of **Our** interests.

We have a conflicts of interest policy and procedure, including training and monitoring, to ensure We are aware of and manage any conflicts of interest. Our company, staff and Our representatives must comply with this policy and procedure.

Where a conflict is unavoidable, **We** will consult with **You** and manage the conflict in such a way as to avoid prejudice to any party.

#### **Relationships and Associations**

We often work closely with a trade or industry association in developing and distributing certain insurance products. Sometimes these associations endorse the insurance product **We** offer to their members. We may pay part of **Our** remuneration or an agreed referral fee to an association for their assistance or endorsement.

We also have relationships with various animal related businesses which, when they consider it appropriate, will recommend **Petcover** and **Our** Pet Insurance to their clients. We may pay part of **Our** remuneration or an agreed referral fee to these referrers in recognition of this introduction.

## Other important information

#### **Compensation Arrangements**

#### **Professional Indemnity Insurance**

**Petcover** have Professional Indemnity Insurance which covers its products and services and the services provided by its representatives. In accordance with the requirements of the Corporations Act, Petcover Aust Pty Ltd maintains adequate Professional Indemnity Insurance. This insurance cover extends to claims in relation to **Our** conduct as an Australian Financial Services licence holder and **Our** employees and representatives both past and present, to compensate clients or their beneficiaries for loss or damage suffered if **We** provide negligent advice.

This insurance meets the requirements for compensation arrangements under s912B of the Corporations Act 2001 (Cth).

#### **Premium and Invoice Calculations**

We adopt industry practice in calculating local statutory charges. All amounts referred to in **Our** invoices, unless stated otherwise, are to be treated as inclusive of GST.

#### **Privacy Notice**

In this Privacy Notice, 'We', 'Our', 'Us' means Petcover Aust Pty Ltd and the Insurer Sovereign Insurance Australia.

#### Privacy

We value the privacy of personal information and are bound by the Privacy Act 1988 when We collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the many financial services and products We and Our group of companies are involved in (including those outlined in this FSG). Further information about Our privacy practices can be found in Our Privacy Policy that can be viewed on the Petcover website at www.petcovergroup.com/au, or Sovereign Insurance Australia's website at www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf or alternatively, a copy can be sent to You on request. Please contact Your Petcover office or visit Our website at: www.petcovergroup. com/au if You wish to seek access to, or to correct, the personal information We collect or disclose about You.

#### International Transfers

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

#### **Information We process**

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

#### Information containing personal and sensitive personal information.

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

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

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

#### **Collecting electronic information**

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

#### How We use Your information?

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

- · Arrange and administer an application for insurance;
- · Manage and administer the insurance;
- · Investigate, process and manage claims; and/or
- · Prevent fraud.

#### Who We share Your information with?

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

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

- · Assess financial and insurance risks;
- · Recover debt;
- · To prevent and detect crime; and/or
- · Develop products and services.

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

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

#### Why it is necessary to share information?

Insurance companies share claims data to:

- Ensure that more than one claim cannot be made for the same persona **Injury** or property damage;
- Check that claims information matches what was provided when the insurance was taken out;
- · Act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- · Respond to requests for information from law enforcement agencies.

#### **Your rights**

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

If We do hold information about You, We will:

- · Give You a description of it;
- Tell You why We are holding it;
- · Tell You who it could be disclosed to; and
- · Let You have a copy of the information in an intelligible form.

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

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

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

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

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

## **Collection and use of client information**

#### How We use Your data

You have the right to request a copy of the personal data We hold about You. A small charge may apply. We can only discuss Your personal details with You. If You would like anyone else to act on Your behalf please let Us know in writing.

**Petcover** gathers data containing information about its clients and their insurance placements, including, but not limited to: names, industry codes, policy types, and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements. This information is maintained in one or more databases. **Petcover** may use or disclose information about its clients, if it is required to do so by:

- · Foreign or Australian law;
- · Petcover policy;
- · Pursuant to legal process; or
- In response to a request from foreign or Australian law enforcement authorities or other government officials.

In addition to being used for the benefit of **Petcover's** clients, these databases also 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. Due to the global nature of services provided by **Our** Group of Companies, the information **You** provide may be transmitted, used, stored and otherwise processed outside the country where **You** submitted that information. If **You** have questions about **Our** Group data processing or related compensation, please contact **Petcover**.

#### **General Insurance Code of Practice**

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

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this document. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

#### **Insurance Brokers Code of Practice**

Petcover Aust Pty Ltd is a member of the Steadfast Group Ltd. Both **Petcover** and the Steadfast Group Ltd subscribes to the Insurance Brokers Code of Practice and is bound by their Code of Practice (the Code).

The Insurance Broker's Code of Practice demonstrates the Australian insurance broking industry's professional commitment to its clients. The Code is administered by the Code Administration team at the Financial Ombudsman Service (FOS). The Code applies to the relationship between Insurance Brokers and their clients. It describes key service standards that clients can expect from brokers, as well as an overview of the complaints and disputes handling process. The Code has been specifically developed by the National Insurance Brokers Association (NIBA) to be a userfriendly and helpful tool for both insurance brokers and their clients.

The objective of the Code is to build upon the professional competence in the insurance broking profession, increase consumer confidence in insurance brokers and increase knowledge of the important role they play. The service standards outlined in the Code are also aimed at safeguarding self-regulation of the broking industry. To view a copy of the Code visit <u>www.niba.com.au</u>. The Code does not form part of any retainer **Petcover** have with **You** and **Your** rights relating to any breach of the Code by **Petcover** are limited to remedies available under the Code.

#### **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.

#### **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 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 1300 731 324 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 also contact the Internal Dispute Resolution team directly on: 1300 731 324 or via email idr.au@petcovergroup.com.

**You** may also contact Sovereign Insurance Australia, 263 Albany Highway, Victoria Park, WA 6100 or via email: <u>complaints@sovereigninsurance.com.au</u>.

#### **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 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

Petcover Aust Pty Ltd is a leading provider of Pet and Animal industry related insurances and risk services. It is part of **Our** Group of Companies, which is a global leader in the design and provision of insurance, reinsurance, risk and employee benefit services. **Petcover** meets the diverse and varied needs of **Our** clients through **Our** Animal industry knowledge, expertise and global resources.

If **You** have any questions about **Our** services or anything in this FSG, please contact **Petcover** on 03 9339 3333.

# Part 2: Product Disclosure Statement (including Policy Wording) (PDS)

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

#### About this Insurance

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

- · Decide whether this insurance will meet Your needs; and
- Compare it with other products You may be considering.

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

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

#### Who is the Insurer

Sovereign Insurance Australia (ABN 85 138 079 286 AFS License Number 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100 is the Insurer of the **Policy**.

Sovereign Insurance Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

#### Administrator

Petcover Aust Pty Ltd ABN 97 119 476 990 AFSL No. 507143, is the sole administrator of the **Policy**, acting under a binding agreement with the Insurer that authorise it to issue, varying and dispose of this Insurance and to manage and settle claims and deal with complaints.

#### **Our contract with You**

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

- · This document which sets out the standard terms of Your cover and its limitations;
- The relevant Certificate of Insurance issued by Us. The Certificate of Insurance is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your Certificate of Insurance are 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.

## **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; and
- Of the verbal and/or written information provided by You which You gave after having been advised of Your Duty not to make a Misrepresentation either verbally or in writing.

If You failed to comply with Your Duty not to make a Misrepresentation 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 to the extent We are prejudiced by Your failure. If You have told Us something which is fraudulent, and it is related to Your Policy and the cover provided. We may also have the option of voiding the Policy (i.e. treating it as if it never existed).

Your Duty not to make a Misrepresentation and the consequences of non-disclosure, are set out under the heading 'Your Duty not to make a Misrepresentation', on page 13.

## Some words have special meanings

Certain words used in the **Policy** have special meanings. The section of this document on pages 20-22 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 for interpretation purposes and do not form part of the **Policy.** 

## 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**.

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 not to make a Misrepresentation

You must take reasonable care not to make a Misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/ change, or reinstate Your Policy.

You must answer **Our** questions honestly, accurately and to the best of **Your** knowledge. A Misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not Misrepresentation if **You** do not answer a question or if **Your** answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a Misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a Misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above **Duty**, **We** may reject or not fully pay **Your** claim and/ or cancel **Your** Policy. If the Misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

## Who does the duty apply to?

The Duty not to make a Misrepresentation 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**.

## Duty not to make a Misrepresentation for Renewals

Before **You** renew this contract of insurance, **You** have a Duty not to make a Misrepresentation under the Insurance Contracts Act 1984.

If **We** ask you questions that are relevant to **Our** decision to insure **You** and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If **You** do not tell **Us** about a change to something **You** have previously told us, **You** will be taken to have told **Us** that there is no change. **You** have this duty until **We** agree to renew the contract.

#### What happens if the Duty not to make a Misrepresentation is not complied with?

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

#### 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 Benefit**s 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; and
- · Saddlery and Tack, Permanent Loss of Use and Horse floats or Horse drawn vehicles.
- Personal Accident

\*\*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.

#### When does my Policy begin?

The Policy will begin at 11:59 PM on the day you sign up to the policy.

#### How long does my Policy run for?

The **Policy** will remain in force for **twelve (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**. The Policy will end or renew at **11:59 PM** on the same date, **twelve (12) months** later, that the policy began or was renewed.

## Your Horse & Pony Insurance Policy Summary

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

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

#### Applying for cover - Eligibility

Eligible Horses or Ponies can be covered from the age of **thirty (30) days**. Your Horse must live in Australia.

The horse or pony must in sound health free from any **illness**, **disease**, **injury**, or physical disability when the cover commences, unless disclosed by **You** 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.

## Horse & Pony Policy Summary

This cover only applies to horses and ponies aged between **thirty (30) days** and up to and including eighteen (18) years.

	Benefits	Basic Option	Economy Option (Add-on)	Superior Option (Add-on)	Saddlery & Tack (Standalone or Add-on)	Horse Float (Standalone or Add-on)
1a	Death from <b>Injury</b> or <b>Illness</b> or humane destruction of <b>Your</b> Horse	Sum Insured or Market Value (which ever is lesser)	Sum Insured or Market Value (which ever is lesser)	Sum Insured or Market Value (which ever is lesser)	No	No
1b	Disposal after humane destruction or the death of <b>Your Horse</b>	<b>\$300</b> Optional Extra Benefit	<b>\$300</b> Optional Extra Benefit	<b>\$300</b> Optional Extra Benefit	No	No
2	Loss by Theft or Straying	Sum Insured	Sum Insured	Sum Insured	No	No
3a	Vet Fees for Injury or Illness including Alternative Treatment& Medicines	Not Included	Not Included	\$10,000	No	No
3b	Vet Fees for Injury or Illness including Alternative Treatment& Medicines	Not included	\$7,000	Not Included	No	No
4	Saddlery & Tack	Sum Insured Optional Extra Benefit	Sum Insured Optional Extra Benefit	Sum Insured Optional Extra Benefit	Yes	No
5	Loss of Irrecoverable entry fees	\$1,000	\$1,000	\$1,000	No	No
6	Permanent Loss of Use Physical- 60% or 100% percentage options available	Sum Insured or Market Value Optional Extra Benefit (not available under the age 2)	Sum Insured or Market Value Optional Extra Benefit (not available under the age 2)	Sum Insured or Market Value Optional Extra Benefit (not available under the age 2)	No	No
7	Horse Floats and Horse Drawn Vehicles	Sum Insured Optional Extra Benefit	Sum Insured Optional Extra Benefit	Sum Insured Optional Extra Benefit	No	Yes
8	Personal Accident	<b>Core</b> \$20,000 <b>Premium</b> \$40,000	Optional	Optional	No	No

### Senior Horse & Pony Plans

This cover is available to horse and ponies aged over 19 years and under 30 years. There are 2 options available.

There are two options available within Horse Plan.

	Benefits	Option A Maximum Benefits	Option B Maximum Benefits
1	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 (Optional)	Sum Insured	Sum Insured
5	Horse Float (Optional)	Sum Insured	Sum Insured
6	Personal Accident	Optional	Optional

#### Waiting Periods

A **Waiting Period** is the amount of time that must pass, without there being any clinical signs of the condition, before we can provide cover for the treatment of that condition. If the condition first shows clinical signs during the waiting period, it will be considered preexisting and will become an exclusion on the policy.

The **waiting period** begins on the day your policy and ends at 11:59 PM on the final day of the waiting period.

PLANS	Basic Option	Economy Option (Add-on)	Superior Option (Add-On)
Waiting period for injury	No waiting period	No waiting period	No waiting period
Waiting period for illness	21 days	21 days	21 days

## **Excesses and Contributions**

#### **Fixed excess**

A fixed excess is the amount, as listed on your certificate of insurance (COI), which is withheld by Petcover, for claims made against each condition, in each separate policy period.

If the condition is ongoing and spans across multiple policy periods, the fixed excess will need to be paid again for any treatment which was performed in the new policy period.

#### **Veterinary Fee Cover**

**Petcover** have **Veterinary Fee** plans available for horses aged from thirty (30) days up to eighteen (18) years.

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

#### **Details of Veterinary Fee Cover**

We have two (2) veterinary fee plans available for horse and ponies aged from 30 days up until 19 years of age.

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

#### **Economy Vet Fee 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 Vet Fee 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.

#### 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. Stamp Duty and GST) plus any additional charges of which **We** tell **You**. These amounts will be set out separately on **Your Certificate of Insurance** (or tax invoice) as part of the total premium payable. Minimum premiums may apply. In some cases discounts may apply if **You** meet criteria **We** set. Any discounts/entitlements only apply to the extent any minimum premium is 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 fourteen (14) days 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 Australian Taxation Office.

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

#### Your cooling-off period and Cancellation rights

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

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention by phone by calling 1300 731 324 or by advising Us in writing. Send written confirmation to: Petcover Aust Pty Ltd, 1-3 Smolic Crt, Tullamarine VIC, 3043 or email to info.au@petcovergroup.com.

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

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to '**General Conditions**'. Cancellation on page 23 for full details).

#### How do I make a claim?

We understand that 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 www.petcovergroup.com/au 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 from our website <u>www.petcovergroup.</u> <u>com/au/claims</u> or
- Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by You, Your Vet and Petplan) 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 PDS from time to time if certain changes occur where required and permitted by law. **We** will issue **You** with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such charges (You can get a paper copy free of charge by contacting Us using Our details on the back cover of this PDS).

Other documents may form part of Our PDS and the Policy (for example Certificate 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. 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 or Complementary 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 **ailment** that causes discomfort, dysfunction, distress, including **Injuries**, disabilities, disorders, **Clinical signs**, syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the **Pet** afflicted.

Conditions are separated based on the body system affected and the treatment provided.

If multiple parts of the body have been affected secondary to an illness, we may split these secondary conditions into their own separate claims if the treatments required for the secondary conditions do not overlap. For an injury, all body systems directly affected as a result of the injury will be considered under the single condition.

**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.

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'.

Experimental Therapies & Treatment means any medication and / or treatment that is either:

- a. Not registered by the Australian Pharmaceuticals and Veterinary Medicines Authority (APVMA)
- b. Registered with the Therapeutics Goods Administration (TGA) only, and the efficacy and safety of the medication has not been established in the species of animal it is being used in by the veterinarian

**Expert Valuer** A member of the Auctioneers & Valuers Association of Australia (AVAA) with relevant skills and knowledge in the Australian Horse Industry of not less than 5 years standing.

Details' section, which is the first part of each unrelated claim and the amount You must pay for each unrelated Injury or Illness.

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

Home means the place in Australia where You usually live.

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

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

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

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

Injury means a physical Injury resulting solely and directly from an Accident, not any

Injury that happens over a period of time or is of a gradual nature.

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

Market Value means the price generally paid for

 A Horse of the same age, breed, bloodline, 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; and

For our purposes, any injury or illness that first showed clinical signs in the 12 months preceding the death/loss of use/theft will not be considered a negative factor when determining the market value of the horse. If the injury or illness first showed clinical signs greater than 12 months before the death/loss of use/theft, then this condition will be taken into account when determining the market value of the horse.

- 2. A Horse Float/Trailer, Horse Drawn Vehicle of the same age, type and condition as Your Horse Float/Trailer or Horse Drawn Vehicle, just before the loss, theft or damage occurred.
- 3. 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:

a. Disposal after humane destruction or death

- b. Veterinary Fees;
- c. Saddlery and Tack;
- d. Permanent Loss of Use; and
- e. Horse Floats and Horse Drawn Vehicles.
- f. Personal Accident

Physiotherapy means Physiotherapy (not including Hydrotherapy) carried out by a member of a Veterinary Practice, or a qualified Physiotherapist recommended by the Veterinary Practice, who is a qualified animal Physiotherapist

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 twelve (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 twelve (12) months but may be less if Your Horse has been added to Your insurance or it has been cancelled.

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

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

#### Occurring or existing:

- · Before Your Horse's cover started, or prior to the Policy commencement date;
- · During the twenty-one (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 up to.

#### Treatment means Veterinary Treatment or Alternative Treatment.

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

Veterinary 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 in general or referral practice reasonably and generally charge.

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

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

Waiting Period means a period of twenty-one (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 Aust Pty Ltd acting on behalf of Sovereign Insurance Australia, 263 Albany Highway, Victoria Park, WA 6100, the Insurer of the **Policy**.

You, Your means the person(s) named on the Certificate of Insurance. YourVet 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 <b>Conditions</b> and Special <b>Conditions</b> to have the full protection of the <b>Policy</b> . If <b>You</b> do not, and the <b>Condition You</b> have not complied with relates to a claim, <b>We</b> may refuse or reduce the amount <b>We</b> pay under the claim.
Caring for Your Horse	<ul> <li>Throughout the Period of Insurance You must take all reasonable steps to maintain Your Horse's health and to prevent Injury, Illness and loss.</li> <li>a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national Welfare body or an independent Vet mutually agreed upon.</li> <li>b. 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.</li> <li>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.</li> </ul>

Claims Pre- Authorisation	<ul> <li>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.</li> <li>You must tell Us as soon as possible if anything happens which could lead to a claim.</li> <li>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.</li> <li>Throughout the Period of Insurance You must take proper care of Your Horse and take all reasonable steps to maintain Your Horse to have a yearly dental examination and any Veterinary Treatment normally recommended by a Vet to prevent Injury or Illness.</li> </ul>
Vet Information, Other Insurance	When <b>You</b> make a claim <b>You</b> agree to give <b>Us</b> any information <b>We</b> may reasonably ask for.
Legal rights against others	<ul> <li>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.</li> <li>b. 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 give Us all the help You can and provide any documents We ask for.</li> </ul>
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 We settle Your claim, We reserve the right to deduct from the claim amount, any amount due to Us.
Cancelling Your Policy	You can cancel Your Policy by contacting Us on 1300 731 324, writing to us via post or email to info.au@petcovergroup.com You are may be 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 must be paid.

Cancellation rights	a. In addition to <b>Your</b> Cooling off rights detailed earlier, <b>You</b> ma cancel the <b>Policy</b> at any time by notifying <b>Us</b> .		
	b. Cancellation by <b>You</b> will be effective from 16:00 (4:00pm) AEST on the day <b>We</b> receive <b>Your</b> notice of cancellation.		
	<b>c.</b> We have the right to cancel the <b>Policy</b> where permitted by and in accordance with law. For example, We may cancel:		
	<ul> <li>If You failed to comply with Your Duty not to make a Misrepresentation;</li> </ul>		
	<ul> <li>Where You have made a misrepresentation to Us</li> </ul>		
	<ul> <li>during negotiations prior to the issue of the <b>Policy</b>;</li> </ul>		
	<ul> <li>Where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or</li> </ul>		
	<ul> <li>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 (3) 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.</li> </ul>		
Cancellation rights (cont.)	d. Cancellation by <b>Us</b> will be effective from the later of 16:00 (4:00pm) AEST on the third business day after the day it is given to <b>You</b> or such other date specified in the cancellation notice.		
	e. If You or We cancel the Policy We may deduct a pro		
	f. rata proportion of the premium for time on risk, and any government taxes or duties <b>We</b> cannot recover.		
	g. For the avoidance of doubt, if the <b>Policy</b> is cancelled or comes to an end for any reason all cover for <b>Your Horse</b> will stop on the date and time the cancellation becomes effective and no further claims will be paid.		
Claims	<ol> <li>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.</li> </ol>		
	<ol> <li>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.</li> </ol>		
	3. If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our expense. You must give Us all the help You can and provide any documents We ask for.		
	<ol> <li>Regardless of Your claims history, at renewal We have the right to amend Your Policy terms and conditions, this includes:</li> </ol>		
	<ul> <li>Imposing terms such as the application of excesses;</li> </ul>		
	Increasing Your premiums;		
	Excluding cover;		
	Amending the <b>Policy</b> wording; and/or		
	Changing <b>Your</b> payment type.		
	We also have the right to not invite renewal. We will notify You in writing of any such action and the reason/s for this decision.		

Paying Your premium	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 fourteen (14) days We can refuse to pay a claim arising after the payment was due or if the instalment 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 <b>Your</b> instalments are frequently late or missed <b>We</b> also reserve the right to have <b>You</b> pay all premiums due until the end of the current <b>Period of Insurance</b> .
	c. If the <b>Policy</b> is cancelled by <b>Us</b> because <b>You</b> have not paid the premium <b>We</b> may agree to re-instate the <b>Policy</b> . If <b>We</b> agree, <b>We</b> may charge an administration fee and may require <b>You</b> to pay all premiums due until the end of the current <b>Period of Insurance</b> .
	d. When <b>We</b> settle <b>Your</b> claim, <b>We</b> will deduct from the claim, any amount due to <b>Us</b> .
	<ol> <li>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.</li> </ol>
	2. When <b>You</b> claim <b>You</b> agree to provide <b>Us</b> with any information connected with the claim <b>We</b> may reasonably ask for, including details of <b>Your Horse</b> 's history. If there is a charge for this, <b>You</b> must pay the charge.
	3. You must make sure anyone Riding Your Horse has the experience to ride it, and is able to ride it. They must also use Your Horse for the activities listed in the group or class of use You have chosen as set out on the Certificate of Insurance Horses Details.
Jurisdiction	a. Australian law applies to this insurance contract.
	b. Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.
Your Residence	a. Your Horse must live in Australia.
	b. If Your address, or the address of Your Horse, changes You must advise Us as soon as possible as this may affect the insurance cover provided.
Your Rights	The <b>Policy</b> is subject to any rights and remedies <b>You</b> have under the Insurance Contracts Act 1984.
False information	If <b>You</b> have intentionally provided false information or make a false or exaggerated claim, or any claim involving <b>Your</b> dishonesty, <b>We</b> may cancel or <b>Void</b> this <b>Policy</b> and <b>We</b> may decline further claims and their associated payments under the policy

#### 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.

- 1. You must, at all times, insure Your Horse for all the activities that it will be used, or trained to be used, for.
- 2. You must at all times insure Your Horse for its current
- 3. Market Value as is reasonably determined by You.
- 4. 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. And if We decide, You must take Your Horse to a VetWe choose.
- 5. 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.
- 6. If a claim has not been has not been submitted within twelve (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.
- 7. Any rights and remedies **You** have under the Insurance Contracts Act 1984 are not affected by **Your Policy**.

## Cover

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

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

## Section 1A – Death by Injury or Illness

#### 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;
- 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 fixed excess, as outlined on your certificate of insurance.

#### We will not pay:

- 1. More than the Sum Insured or the Market Value, whichever is the lesser.
- Any amount if the death of your horse in connect to an injury which happened, or an illness which first showed clinical signs, more than twelve (12) months prior to the date of death.
- To the extent permitted by law, any amount if the death or euthanasia of Your Horse was caused by an Injury that happened or an Illness that first showed Clinical Signs before the Period of Insurance started.
- 4. Any amount if Your Vet or Our Vet believes the Illness or Injury Your Horse is was suffering from could have been treated with a favourable prognosis of long-term survival, or if Your Vet or Our Vet believes it was 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.
- 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;
  - 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;
  - 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.
- 7. Any amount if the death or euthanasia of Your Horse results from:
  - · An Illness first showing Clinical Signs;
  - An Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Illness which first showed Clinical Signs;
  - An Illness that is caused by, relates to or results from an Injury, Illness or Clinical Signs which first showed Clinical Signs, within:
  - Twenty-one (21) days of Your Horse's cover starting; or,
  - Twenty-one (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 Australian Veterinary Association (AVA) 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.
- 10. Any amount if the death or euthanasia of **Your Horse** results from an adverse reaction or an overdose of medication unless it is given by a **Vet** or under the direction of a Vet.
- 11. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse**'s behaviour.
- 12. Any amount for a mare's unborn foal, embryo or foetus.
- To the extent permitted by law, any amount if Your Horse is insured by Our Senior Plan Policy.
- 14. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
- 15. The cost of any post-mortem examination or tests.
- 16. 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.
- 17. The cost of any screening tests performed without any clinical signs suggestive of an active condition which is negatively affecting your pet.
- 18. The cost of any Treatment, or complications arising from the Treatment, that You choose to have carried out that is not directly related to an Injury or Illness, including cosmetic dentistry.

- 19. The cost of and any Treatment in connection with breeding, pregnancy, or giving birth, including any complications arising from the treatment, unless you have held your policy for 12 months prior to the birth, and there was no break in cover
- 20. Any amount if the death of **Your Horse** results from an **Illness** if **Your Horse** is aged nineteen (19) 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;
- 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.

#### We will not pay:

- 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 twelve (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.
- 4. Any amount if Your Vet or Our Vet believes it is humane to keep Your Horse alive.
- 5. To the extent permitted by law, any amount if the euthanasia of Your Horse is carried out before You tell Us about Your or Your Vet's decision for euthanasia, unless Your Vet believes there was not time for You to tell Us because Your Horse was in so much pain that it needed immediate euthanasia.
- 6. To the extent permitted by law, any amount if the death or euthanasia of Your Horse results from; an Injury that happened; or, an Injury which is the same as, or has that same diagnosis or Clinical Signs as an Injury that happened; or an Injury that is caused by, relates to or results from an Injury that happened, before:
  - · Your Horse's cover started; or
  - The date this section was added to Your insurance, no matter where the Injury happened in or on Your Horse's body.
- Any amount if Your Horse's Condition does not meet the current Australian Veterinary Association (AVA) Guidelines for the destruction of horses under all risk mortality insurance Policy.
- 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.
- 10. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse**'s behaviour.
- 11. Any amount for a mare's unborn foal, embryo or foetus.
- 12. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
- 13. The cost of a post mortem examination.
- 14. Any amount if the death or euthanasia of Your Horse results from an Injury while taking part in an activity not shown or covered on Your Certificate of Insurance Horse Details.

#### You must pay:

The fixed excess, as outlined on your certificate of insurance.

#### Special conditions that apply to sections 1A and Senior Plan:

- 1. 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.

- 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.
- 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 twelve (12) months will always start from the date in the Period of Insurance that:
  - The Injury first happened;
  - 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.
- 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 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); and
- 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**.

#### We will not pay:

- 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:

- 4. More than the Sum Insured or the Market Value of Your Horse whichever is the lessor.
- 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.
- 6. 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.
- 8. Any amount for the death of an unborn foal, embryo or foetus.
- 9. 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.
- 11. Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of **Your Horse**.
- 12. We will not make any claims payment until We have received the following;
  - Copy of Police Crime Report:
  - · Evidence of Your legal ownership of the Horse (proof of purchase);
  - If the horse was on Loan or Leased, a copy of the Loan/Lease agreement.

#### Special conditions that apply to this section:

- 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.
- 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 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

#### We will not pay:

- 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 twelve (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;
  - 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;
  - 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;
  - 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:
  - Twenty-one (21) days of Your Horse's cover starting; or
  - Twenty-one (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.
- 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 cost of any Veterinary Treatment or Alternative Treatment if Your Horse is covered by Our Senior Plan Policy Option A.
- The cost of any Veterinary Treatment or Alternative Treatment for any Injury or Illness deliberately caused by You or a member of Your Immediate Family, or anyone living with You or employed by You.
- 13. The cost of euthanasia, cremation, burial or disposal of Your Horse.
- 14. The cost of a post mortem examination.
- 15. The cost of:
  - stabling;
  - · grazing;
  - · feeding;
  - any changes in the way You look after Your Horse; or
  - any amount You normally pay for shoeing and/or the care of Your Horse's feet.
- 16. The cost of any Treatment, which is not Veterinary Treatment or Alternative Treatment, that You could carry out Yourself, unless the Vet confirms that a Vet or a Member of a Veterinary Practice must carry this out, regardless of Your personal circumstances.
- 17. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
- 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 OurVet do not agree if We have advised that this agreement is required.
- 20. The cost of any screening tests performed without any clinical signs suggestive of an active condition which is negatively affecting your pet.
- The cost of any Treatment, or complications arising from the Treatment, that You choose to have carried out that is not directly related to an Injury or Illness, including cosmetic dentistry.
- 22. The cost of and any Treatment in connection with breeding, pregnancy, or giving birth, including any complications arising from the treatment, unless you have held your policy for 12 months prior to the pregnancy, and there was no break in cover
- 23. If a claim has not been submitted within twelve (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.
- 24. The cost of any Veterinary Treatment or Alternative Treatment for an Illness if Your Horse is aged nineteen (19) 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 each year	Excess
Ve	et's Fees Senior Plan Option B	\$2,000	\$250

#### We will not pay:

- 1. More than the Maximum Benefit.
- The cost of any Veterinary Treatment or Alternative Treatment Your Horse receives after twelve (12) months from the date the Injury happened.
- The cost of any medicines or materials prescribed or supplied to be used after twelve (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;
  - 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;
  - · The date this section was added to Your insurance; or
  - 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.
- The cost of any Treatment, which is not Veterinary Treatment or Alternative Treatment, that You could carry out yourself, unless the Vet confirms that a Vet or a Member of a Veterinary Practice must carry this out, regardless of Your personal circumstances.
- 14. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
- 15. The cost of any Veterinary Treatment or Alternative Treatment that results from an Injury while taking part in an activity not shown as covered on Your Certificate of Insurance Horse Details.
- 16. The cost of any Veterinary Treatment or Alternative Treatment that Your Vet and Our Vet do not agree if We have advised that this agreement is required.
- 17. The cost of any screening tests performed without any clinical signs suggestive of an active condition which is negatively affecting your pet.
- 18. The cost of any Treatment, or complications arising from the Treatment, that You choose to have carried out that is not directly related to an Injury or Illness, including cosmetic dentistry.
- 19. If a claim has not been has not been submitted within twelve (12) months of Your Horse receiving Veterinary Treatment or Alternative Treatment, We may refuse to pay the claim, to the extent that We are prejudiced by the late notification of the claim.

#### Special conditions that apply to all Vet's Fees sections:

- 1. You must tell Us as soon as possible if Your Horse shows any Clinical Signs of an Injury or an Illness.
- You must immediately arrange or 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 twelve (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 twelve (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 andTack** if the cost of repair is more than it was worth or it is stolen or destroyed.

#### You must pay:

The fixed excess, as outlined on your certificate of insurance. where **Saddlery and Tack** is stolen, damaged or destroyed.

#### We will not pay:

- 1. More than the **Sum Insured** for each incident.
- 2. More than \$800 for any saddle or item of Tack **You** do not have formal proof of purchase for, that show the make, model and the date of purchase.
- 3. Any amount for rugs, clothing or personal effects.
- 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;
  - 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.
- 7. 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.
- 11. More than the **Saddlery and Tack** was worth at the time it was stolen, damaged or destroyed.

#### Special conditions that apply to this section:

- If You have not insured all the Saddlery and Tack You own for its full value We will only pay a
  percentage of Your claim. The percentage We will pay will be based upon how much of the
  full value the amount You have insured Your Saddlery and Tack for represents.
- 2. We may, where it is reasonable to do so requests proof of purchase and purchase price at the time of application for cover.
- 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.

#### We will not pay:

- 1. More than \$1000 for any entry fee You are unable to recover.
- 2. Any amount if You are in hospital if it is not the result of an Injury or Illness.
- 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, deducting the post Injury Market value from the payment amount. We will pay the lesser of the two.

#### You must pay:

The fixed excess, as outlined on your certificate of insurance.

#### We will not pay:

- 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 twelve (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;
  - 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;
  - 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;
  - · The date this section was added to Your insurance; or
  - No matter where the Injury, Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
- 5. Any amount for permanent loss of use caused by:
  - · An Illness first showing Clinical Signs;
  - 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:
  - · Twenty (21) days of Your Horse's cover starting;
  - Twenty (21) days of the date this section was added to Your insurance;
  - · The dates of a temporary Covernote, or
  - 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.

- 7. Any amount for permanent loss of use resulting from or connected with any activity **Your Horse** has never taken part in or been trained to do.
- 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 two (2) years of age or nineteen (19) years old or over at the beginning of the Period of Insurance as set out on Your Certificate of Insurance Horse Details.
- 10. Any amount if the permanent loss of use for **Your Horse** results from a vice or it's behaviour.
- 11. Any amount for permanent loss of use if **Your Horse** is not allowed to take part in any show because of the show regulations about horses that have had a hobday operation or any other operation for a respiratory system disorder.
- 12. Any amount for permanent loss of use unless the **Illness** or **Injury** prevents **Your Horse** from physically taking part in an activity.
- 13. Any amount for permanent loss of use that results from a blemish or a scar.

If a claim has not been submitted within **twelve (12) months** of **Your Horse** receiving **Treatment**, **We** may reduce the amount of a benefit, or may refuse to pay the claim to the extent that **We** are prejudiced by the late notification of the claim.

#### Special Conditions that apply to this section:

- 1. You must immediately arrange, at Your expense, for a Vet to examine and treat Your Horse if it shows Clinical Signs of an Injury or an Illness.
- 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.
- 5. The period of 12 months will always start from the date in the Period of Insurance
  - the Injury first happened; or
  - the Illness or Clinical Signs were first noticed; or
  - an Illness with the same diagnosis or Clinical Signs as the Illness or Clinical Signs that caused the permanent loss of use were first noticed, no matter how many times the same Illness or the same Clinical Signs are noticed in or on any part of Your Horse's body.
- 6. If a number of Injuries, Illnesses, or Clinical Signs are diagnosed as one Injury or Illness, or it is found that they are caused by, or relate to another Injury or Illness, the period of 12 months will start from the date in the Period of Insurance that the first Injury happened or the first Clinical Signs of any of the Illnesses were noticed.
- 7. Once We have agreed the settlement of Your claim, You must agree to have the loss of use freeze mark placed on Your Horse. We will not make any claim payment until We have received confirmation the freeze mark has been done. If You have decided to euthanise Your Horse We will not make any claim payment until We have Veterinary confirmation that the Horse has been euthanased.
- If Your Horse is covered for 100% of the Sum Insured or the Market Value of Your Horse whichever is the lessor, and We pay a claim for it, Your Horse will continue to belong to You. We may reduce the amount We pay You by what Your Horse is worth at the date of payment.
- 9. You must tell Us as soon as possible if Your Horse shows Clinical Signs of an Injury or an Illness, that may lead to a loss of use claim.
- 10. If We pay a claim under this section Your Policy will be cancelled from the date of settlement of the claim, and there will be no refund of money You have paid for the Period of Insurance after the cancellation date. If Your premium is being paid by instalments, We will deduct from Your claim monies any premium due for the balance of the Period of Insurance.

- 11. We will not make any claims payment until We have received the following:
  - Vet Certificate verifying that the horse has an Injury or Illness that has rendered it
    permanently incapable of ever being able to take part in any one of the activities set out on
    the Certificate of Insurance Horse Details;
  - Evidence of Your legal ownership of the Horse (proof of purchase); and
  - If Your Horse was on Loan or Leased, a copy of the Loan/Lease agreement.

## Section 7 – Horse Floats, Trailers and Horse DrawnVehicles

### We will pay:

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

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

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

#### You must pay:

The fixed excess, as outlined on your certificate of insurance where **Your Horse Float**, Trailer or Horse Drawn Vehicle is stolen damaged or destroyed.

#### We will not pay:

- 1. 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 tyres 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.
- 10. Your legal liability for payment of compensation in respect of:
  - Death, bodily Injury or Illness:
  - · Physical loss of or damage to property.

#### Special conditions that apply to this section:

- 11. 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.
- 12. We may, where it is reasonable to do so requests proof of purchase and purchase price at the time of application for cover.
- 13. If **Your Horse Float**, Trailer or Horse Drawn Vehicle is found, **You** must repay the full amount **We** have paid **You**.
- 14. We will not make any claims payment until We have received the following:
  - a. Copy of the Police Report
  - b. Evidence of your legal ownership (proof of purchase, registration certificate)

# Section 8 – Personal Accident

This section is an **Optional Extra Benefit** and only applies if it shown as covered on **Your Certificate of Insurance.** 

In this section the Definition of **You** and **Your** is extended to include anyone **Riding Your Horse** with **Your** Permission.

#### We will pay:

If **You** are Injured, hospitalised or die due to an **Accident** that happens while **You** are **Riding** or handling **Your Horse**, during the **Period of Insurance**, **We** will pay up to the amount in the benefits table below:

Benefit	Core	Premium
Death	\$20,000	\$40,000
Permanent blindness in one or both eyes	\$20,000	\$40,000
Loss of one or both hands or arms	\$20,000	\$40,000
Meaning physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.		
Loss of one or both feet or legs	\$20,000	\$40,000
Meaning physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.		
Permanent total disability	\$20,000	\$40,000
Due to an Accident, which results in <b>You</b> never being able to carry out any type of work.		
Temporary total disability	Not covered	\$250 each week
Due to an Accident, which results in <b>You</b> being unable to carry out all of the duties of <b>Your</b> job.		
Emergency dental treatment	\$2,000	\$2,000
Hospitalisation	\$30 for each 24 hours <b>You</b> are in hospital.	\$30 for each 24 hours <b>You</b> are in hospital.

#### What you pay:

The Excess shown on Your Certificate of Insurance.

#### We will not pay:

- 1. Any amount if the person **Injured** is under five (5) years old or over seventy five (75) years old.
- Any extra amount because of a medical Condition, Injury or illness You had before this cover started.
- Any amount if the Injury or death results from Your Horse taking part in an activity not shown or covered on Your Certificate of Insurance.
- 4. Any amount if the Injury or death results from You being under the influence of alcohol.
- Any amount if the **Injury** or death results from **You** taking a drug unless it was under proper medical supervision and not to treat any drug addiction.
- 6. Any amount if the Injury or death resulted from suicide, attempted suicide or You

deliberately injuring yourself.

- Any amount if the **Injury** or death was caused because **You** deliberately put yourself in danger unless it was in an attempt to save someone's life.
- 8. Any amount if the incident or **Injury** that takes place is a result of any business activity, **Your** profession, **Your** occupation or while **You** are working for someone, whether **You** are paid or not. Examples of business activities are, **Your Horse** being used by a riding school/riding establishment for activities such as lessons, pony handling/grooming or pony parties.
- 9. Any amount for emergency dental treatment if this isn't directly related to a **Riding** Accident.
- 10. Any amount for Permanent total disability until at least fifty two (52) Weeks have passed since the date of the Accident.
- 11. Any amount for Temporary total disability for the first seven (7) days after the date of each **Accident.**
- 12. Any amount for Temporary total disability after fifty two (52) consecutive **We**eks have passed since the date of each **Accident**.
- 13. Any amount for more than thirty (30) days of hospitalisation.
- 14. Any amount if a claim has not been submitted within:
  - Thirty (30) months of an **Injury** happening for Death, Permanent blindness in one or both eyes, Loss of one or both hands or arms, or Loss of one or both feet or leg
  - Eighteen (18) months of an **Injury** happening for Permanent total disability, or Temporary total disability
  - Twelve (12) months of an  $\ensuremath{\text{lnjury}}$  happening for Emergency dental treatment or Hospitalisation.
- will pay in total for all the disabilities is limited to the Maximum Benefit shown on Your Certificate of Insurance.
- Once We have paid a claim for any of the disabilities numbered 2, 3 or 4 in the benefits table all cover for all of these stops. If You have another Accident You cannot claim for any of these disabilities.
- 8. To claim for permanent total disablement Your Injury must be so severe that You will never be able to carry out any type of work.
- 9. You cannot claim under permanent total disablement if You can no longer carry out Your current profession but can carry out another type of work. This is the case even if You need to retrain to carry out an alternative type of work.
- 10. In respect of temporary total disablement, if You do not have a job, We will pay Your medical expenses due to Your Injury up to the Weekly benefit.
- 11. In respect of temporary total disablement, if You are self-employed and have had to cancel work due to Your Injury, to claim the Weekly benefit You will need to provide evidence showing:
  - The work had been arranged before the Injury occurred, and
  - The dates of the work that **You** had to cancel due to the **Injury** and the amount **You** would have been paid.
- 12. If **You** do not provide this information, **We** will only pay **Your** medical expenses due to **Your Injury** up to the **We**ekly benefit.
- 13. We may at times require You to be examined by a medical advisor or doctor. If We advise this is needed, We can appoint Our own medical advisers to examine You as often as We feel is necessary. We will pay any costs for this
- 14. If **We** require any information from **Your** doctor to support underwriting **Your** application or claim, **You** must provide it and **You** must pay the charge.
- 15. We will not make any claims payment until We have received the following:
  - Fully completed claim form
  - A description of the incident

- Evidence of Injuries / death
- If Temporary total disability is being claimed for, evidence of **Your** inability to work or loss of earnings
- As each claim situation will be unique, please contact **Us** and **We** will confirm what additional information is required for the claim.

#### **How to Claim**

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

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

#### **Changes to this Notice**

We keep Our privacy notice under regular review. This notice was last updated on the 20th February 2019.

#### **Contacting Us**

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

Petcover Aust Pty Ltd Customer Service Centre 1-3 Smolic Crt

Tullamarine VIC 3043

Phone 1300 731 324

For information about the **Insurer** Sovereign Insurance Australia please visit <u>https://www.sovereignaustralia.com.au/</u>

#### Sanctions

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

#### **Choice of Law and Jurisdiction**

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

Any term in this contract which conflicts with the law which applies to the country in which **You** live shall be amended to conform to that law.

#### Service of Suit

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

Your request to give a written undertaking to You to enter an appearance on behalf of the Insurer:

Sovereign Insurance Australia

263 Albany Highway

Victoria Park, WA 6100

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 Calling from overseas: By Email In Writing

Website Voice Call Relay Users and ask for TTY Users Call and ask for SMS Relay Users 1300 731 324 +61 3 9339 3333 info.au@petcovergroup.com Petcover Aust Pty Ltd 1-3 Smolic Court Tullamarine VIC 3043 petcovergroup.com/au 1300 557 727 1300 731 324

133677 1300 731 324 Contact 0423 677 767

### Administrator

Petcover Aust Pty Ltd (ABN 97 117 476 990, AFSL No. 507143) is the sole Administrator of the Policy acting on behalf of the Insurer. Petcover<sup>®</sup> is a registered trademark and products sold under this trademark in Australia are sold exclusively by Petcover Aust Pty Ltd.

#### **Head Office**

1-3 Smolic Crt, Tullamarine VIC, 3043 Ph: 1300 731 324 info.au@petcover.com petcover.com.au

#### The Insurer

Sovereign Insurance Australia (ABN 85 138 079 286 AFS License Number 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100.

Sovereign Insurance Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).