

Pet Insurance Horse & Pony

Horse Liability Plan

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.



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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; amd
- 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 97 117 476 990 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 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.petcover.com.au.

Who do We act for?

As an Agent acting under a binder from the Insurer, **HDI Global Specialty SE** – Australia ABN 58 129 395 544 AFS License number 458776 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 Insurer's 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 excesses 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 Service 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 Pets** 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 HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776), 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 Pty Ltd and the **Insurer** HDI Global Specialty SE -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 <u>www.petcover.com.au</u> or HDI Global Specialty SE website at <u>www.hdi-specialty.com/int/en/legals/privacy</u> or alternatively, a copy can be sent to You on request. Please contact Petcover office or visit Our website at <u>www.petcover.com.au</u> ui f 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. 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 personal Injury or property damage;
- Check that claims information matches what was provided when the insurance was taken out;
- Act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- Respond to requests for information from law enforcement agencies.

Your rights

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

If We do hold information about You, We will:

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

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

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 are 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 Australian Financial Complaints Authority (AFCA).. 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 user-friendly 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.

Service issues and complaints

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

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

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 either escalate the matter to HDI Global Specialty SE – 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@petcover.com.au or post Petcover Australia Pty Ltd, Customer Service, 1-3 Smolic Crt, Tullamarine, VIC 3043.

You may also contact HDI Global Specialty SE -Australia, Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000 or via email: ComplaintsAustralianBranch@hdi-specialty.com.

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 1300 731 324

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 Third Party Liability Insurance and how it works. This is an important document that has been designed to help **You** make an informed choice when selecting a suitable insurance **Policy** to meet **Your** insurance requirements. **You** should take necessary time to fully consider the contents before making a decision about whether to request insurance cover from **Us** and on what terms and conditions.

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

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

About this insurance

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

Words with special meanings in this document

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

Policy summary

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

Third Party Liability	We will cover Your Legal Lia- bility for payment of compen- sation in respect of Third Party Bodily Injury or Third Party Property Damage arising our of an Accident occurring with- in Australia during the Period of Insurance through, by or arising in connection with Your Named Horse.	The Limit of Liability that We will pay for the cover provided under this Policy is shown on Your Certificate of Insurance .
Excess		If You need to make a claim for Third Party Property Damage under this Policy, You may be required to pay an Excess. For full details, please refer to the terms and conditions of the Policy and Your Certificate of Insurance.

What is covered under the Policy

This **Policy** insures all amounts which **You** become legally liable to pay as compensation in respect of **Third Party Bodily Injury** and/or **Third Party Property Damage** arising out of an **Accident** occurring within Australia during the **Period of Insurance** through, by or arising in connection with **Your Named Horse** that is specified in the **Certificate of Insurance** to another person during the **Period of Insurance** up to the **Limit of Liability** specified in the **Certificate of Insurance**. Subject to the Policy terms and conditions, We will pay:

- · Compensation and claimants' costs and expenses; and
- Legal costs and expenses fowr defending a claim against You or other people for whom You are responsible under the Policy.

Cover is provided on the basis:

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

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

Policy Limits

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

Excess

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

The Insurer

HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776) with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000 is the Insurer of the **Policy**.

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

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistraße 396, 30659 26, 30655 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

The Administrator

Petcover Aust Pty Ltd ABN 97 117 476 990 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.

Contact details are as follows:

Petcover Aust Pty Ltd 1-3 Smolic Court, Tullamarine VIC, 3043	Ph: 1300 731 324
www.petcover.com.au	info@petcover.com.au

In arranging this contract of insurance, **Petcover** acts as an agent for HDI Global Specialty SE – Australia and not as **Your** agent.

Our contract with You and Your obligations to Us

Our contract with You

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

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

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

Your obligation to comply with the Policy terms and conditions

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

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

Your Duty of Disclosure

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

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

- Diminishes Our risk;
- Is of common knowledge;
- We know or should know as an Insurer; or
- We tell You We do not need to know.

If You do not tell Us something

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

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

Fraud

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

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

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

Cooling-off and cancelling this Policy

Policy duration - how long does the Policy run

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

Your cooling-off period

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

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

Cancellation by You

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

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

Cancellation by Us

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

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

Paying Premium and renewing the Policy

How is Your premium composed

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

If a person has referred **You** to **Us**, **We** may pay them a part of the **Administrator** Remuneration fee. This will not increase the amount **You** pay **Us**.

Payments by instalments

If **You** pay by monthly instalments and if **You** do not pay an instalment on time, **We** will let **You** know and **We** will try to deduct the overdue amount along with **Your** next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, **We** will cancel **Your** Policy for non-payment. **We** will send **You** a notice advising **You** of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that **You** pay Your instalments on time. If **You** can't, **You** should get in touch with Us immediately. **We** also reserve the right to have **You** pay the rest of the yearly premium immediately.

Application of GST

All monetary limits in Your Policy are inclusive of GST:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim, We will pay the GST amount except any amount for which You are or would be entitled to an input tax credit; and
- If Your Limit of Liability is not sufficient to cover Your liability under this Policy, We
 will only pay the GST amount that relates to Our settlement of Your claim except any
 amount for which You are or would be entitled to an input tax credit.

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

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

Renewal

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

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

Your Policy

Definitions

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

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

Administrator means Petcover Aust Pty Ltd ABN 97 117 476 990 AFSL No. 507143, is the sole administrator of the **Policy**, acting under a binder granted by the Insurer that authorise it to issue, varying and dispose of this Insurance and to manage and settle claims and deal with complaints.

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

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

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

Insurer means HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776) (HDI Global Specialty) with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000, Insurer of **Your Policy**.

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

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

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

Policy means this document and the Certificate of Insurance and any other documents

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

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

Third Party Property Damage means the accidental physical loss of or damage to material property belonging to a person who is neither You, a member of Your Immediate Family nor a person to whom You have given permission to look after or handle Your Named Horse that results solely and directly from an Accident occuring within Australia.

We, Us, Our means Petcover acting on behalf of HDI Global Specialty SE, the Insurer of the Policy and the Insurer.

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

Your cover

We will pay

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

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

- Third Party Bodily Injury;
- Third Party Property Damage;
- Legal costs and expenses of the party seeking compensation from You; and/or
- Legal costs and expenses incurred by You or Your Immediate Family or any person to whom You have given permission to look after or handled Your Named Horse in defending a Third Party Liability claim

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

Specific conditions

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

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

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

General conditions

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

Other insurance

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

Sanctions

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

Law and jurisdiction

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

Service of suit

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

HDI Global Specialty SE – Australia Tower 1, Level 33 100 Barangagroo Ave Sydney NSW 2000

Language

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

Specific exclusions

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

- 1. Any amount which exceeds the Limit of Liability.
- Any amount in relation to Your tangible property or the tangible property of Your Immediate Family or any person to whom you have given permission to look after or handle Your Named Horse.
- Any amount in relation to tangible property in the care, custody or control of You, Your Immediate Family or any person to whom You have given permission to look after or handled Your Named Horse.
- Any amount in relation to bodily injury sustained by You, Your Immediate Family or any person to whom You have given permission to look after or handle Your Named Horse.
- 5. Any claim involving the business, trade or profession (including place of habitation and place of work if Your Named Horse has access to Your the work area or the work area of Your Immediate Family or any person to whom You have given

permission to look after or handle Your Named Horse.

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

General exclusions

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

- 1. Any horse less than thirty (30) days old or over thirty (30) years of age.
- Any amount if the Accident takes place as a result of any business, profession, occupation or while working for someone.
- 3. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 4. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation.
- Any loss or damage or bodily injury caused by or resulting from an act of force, or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event including any chemical or biological terrorism.
- 6. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- Any legal expenses resulting from criminal proceedings because of a deliberate act by You, Your Immediate Family or any person to whom You have given permission to look after or handle Your Named Horse.
- Any amount which results from You or Your Immediate Family or any person to whom You have given permission to look after or handle Your Named Horse acting or behaving unlawfully, and any legal expenses, fines or penalties arising from such

actions or behaviour including criminal activities or breach of Australian laws or regulations or an Act of Parliament.

- 9. Any amount caused by, arising out of, or in any way connected with asbestos.
- 10. Any amount caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or other pollutants into or upon land, the atmosphere or any watercourse or body of water; or the attempted prevention of such discharge, dispersal, release or escape of any pollutants.

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

How to make a claim

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

- Download a paper claims form from <u>www.petcover.com.au/claims</u> which can be completed and emailed to <u>claims@petcover.com.au</u>; or
- Post a copy of Your claims form to: Petcover Aust Pty Ltd, Claims department, 1-3 Smolic Crt, Tullamarine, VIC, 3043.

Alternatively, **You** may phone **Petcover** on 1300 731 324 to speak with one of **Our** friendly Claims Specialists should **You** have any questions regarding **Your Policy**, coverage or lodging a claim. Please note that at all times, **Petcover** acts as agent for HDI Global Specialty SE -Australia and not as **Your** agent.

Changes to this notice

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

Contacting Us

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

Petcover Aust Pty Ltd Customer Service Centre 1-3 Smolic Crt, Tullamarine VIC 3043 Phone 1300 731 324

For information about the **Insurer** and HDI Global Specialty SE -Australia please visit <u>www.hdi-specialty.com</u>.

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How to contact us

By Telephone	1300 738 225
By Email	info@petplan.com.au
In Writing	Petcover Aust Pty Ltd 1-3 Smolic Court Tullamarine VIC 3043
Website	www.petplan.com.au
Voice Relay Users	Contact 1300 557 727 and ask for 1300 731 324
TTY Relay Users	Contact 133677 and ask for 1300 731 324
SMS Relay Users	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® is a Registered Trade Mark, and Products sold under this Trade Mark in Australia are sold exclusively by Petcover Aust Pty Ltd

Head Office

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

The Insurer

HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776) (HDI Global Specialty) with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000.

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

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistraße 396, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").