

# Everything you need to know

Your **Horse & Pony Insurance**  
Policy Booklet



Please read in conjunction with Your Certificate  
of Insurance to understand the cover for Your Horse.

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

## Dear Policyholder,

Thank You for considering insuring with Petplan, 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 Petplan Team

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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
- Other important information.

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

## Information About Petplan'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 Petplan Australasia Pty Ltd ABN 64 069 468 542 AFS Licence No. 245663 of 1-3 Smolic Court Tullamarine VIC 3043 telephone 1300 738 225 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 Petplan Australasia Pty Ltd (Petplan) 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 Petplan Australasia 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.petplan.com.au](http://www.petplan.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 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 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 Pet Insurance providers 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 Insurers, We have many clients with similar Pets, businesses and situations with similar risks and needs. For these, We design and develop Petplan 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 Petplan 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 Pets information 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 Petplan'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 Petplan 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 is standard 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 Petplan 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 from **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.

Petplan and its staff may also receive non-monetary benefits from insurers such as sponsorships of Petplan client functions and meals and entertainment. Petplan 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** Petplan 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 Petplan 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

Petplan 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, Petplan Australasia 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 Petplan Australasia Pty Ltd and 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 Petplan website at Petplan [www.petplan.com.au](http://www.petplan.com.au) or HDI Global Specialty SE website at [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy) or alternatively, a copy can be sent to **You** on request. Please contact Petplan office or visit **Our** website at [www.petplan.com.au](http://www.petplan.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 European Union, Germany 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 Australian 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 **Us** 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 **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.

Petplan 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. Petplan may use or disclose information about its clients, if it is required to do so by

- foreign or Australian law,
- Petplan 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 Petplan's clients, these databases also may be accessed by other Petplan 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 **Petplan** Office.

## Insurance Brokers Code of Practice

Petplan Australasia Pty Ltd is a member of the Steadfast Group Ltd. Both Petplan 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 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 [www.niba.com.au](http://www.niba.com.au) The Code does not form part of any retainer **Petplan** have with **You** and **Your** rights relating to any breach of the Code by **Petplan** are limited to remedies available under the Code.

## Service issues and complaints

### 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 Petplan'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 738 225 or via email [IDR@petplan.com.au](mailto:IDR@petplan.com.au) or post Petplan 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](mailto:ComplaintsAustralianBranch@hdi-specialty.com).

### **3. External Dispute Resolution**

In the unlikely event that **Your** complaint is not resolved to **Your** satisfaction following Petplan'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](mailto:info@afca.org.au)

GPO Box 3, Melbourne VIC 3000

Petplan Australasia 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. Petplan 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 Petplan on 1300 738 225.

## 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

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 -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").MS

### Who is the Administrator

**Petplan**® Australasia Ply Ltd ABN 64 069 468 542 AFSL No. 245663 is the sole administrator of the **Policy** acting under a binding agreement with the Insurer that authorises it to issue, vary and dispose of this insurance and to manage and settle claims and deal with complaints. **Petplan** can be contacted as follows, Head Office: 1-3 Smolic Crt, Tullamarine VIC, 3043 Ph: 1300 738 225.

In arranging this insurance **Petplan** acts as an agent for HDI Global Specialty SE - Australia and not as **Your** agent.

### 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 as cover under this **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.

# Terms and Conditions

Cover under this **Policy** is provided on the basis:

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

If **You** failed to comply with **Your Duty of Disclosure** or have made a misrepresentation to **Us**, **We** may be entitled to reduce **Our** liability under the **Policy** in respect of a claim and/or **We** may cancel the **Policy** 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 of Disclosure** and the consequences of non-disclosure, are set out under the heading '**Your Duty of Disclosure**', on page 14.

## Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on pages 19-21 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 interpretation purposes and do not form part of the **Policy** to the extent **We** are prejudiced by **Your** non-compliance.

## Your obligation to comply with the Policy terms and conditions

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

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

## Your Duty of Disclosure

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

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

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

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

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

## Who does the duty apply to?

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

## Duty of Disclosure for Renewals

Before **You** renew this contract of insurance, **You** have a duty of disclosure 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 of Disclosure is not complied with?

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

## Who needs to tell us?

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

## What type of insurance is this?

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

The benefits listed below are **Optional Extra Benefits** and may not be included in cover for **Your Horse**.

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

*\*\*Please note, **Your Horse** will only be covered for an **Optional Extra Benefit** if **You** have selected the cover option and have paid an additional premium and it is shown on **Your Certificate of Insurance**.*

## How long does my Policy run for?

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

## Your Horse Insurance Policy Summary

Please note that this 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 30 day and before their 30th birthday. **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.

## Equine Policy Summary

This cover only applies to horses and ponies aged between 30 days and up to 18 years.

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

## Veteran Equine Plan

This cover is available to horse and ponies aged over 17 years and under 30 years. There are 2 options available.

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

# Veterinary Fee Cover

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

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

Veterinary Fee Cover is only available to horses and ponies up to and including age 16.

## Details of Veterinary Fee Cover

### HiXS Plan

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

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

### HNXS Plan

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

The excess payable under this cover is \$250 this is the amount which **You** must pay towards the cost of each unrelated **Illness** or **Injury** in each **policy period**.

# Policy Limits and Exclusions

## Exclusions

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

1. Any amount if **You** or **Your Horse** lives permanently outside of Australia.
2. For any journey **You** take **Your Horse** on against a **Vet's** advice.
3. Any amount if the **Injury, Illness** or incident is shown as excluded in **Your** Policy including **Your Certificate of Insurance**.
4. For any **Illness** which starts in the first twenty-one (21) days of cover (Waiting Period), or any **Pre-Existing Conditions**. If **Your Pet** was injured or ill at any time before the commencement of **Your** insurance, **We** will not cover any costs relating to that **Injury** or **Illness**. This applies regardless of whether or not **We** place any exclusion(s) for the **Injury/Illness** in **Your Certificate of Insurance**. The twenty-one (21) day **Waiting Period** will cease at 00.01 on the twenty second (22nd) day of cover.
5. For any **accident, injury** or **illness** which occurred or showed **clinical signs** or symptoms in excess of 12 months (365 days).
6. Any amount if the incident or **Accident** causing an **Injury** or **Illness** takes place as a result of any business, profession, occupation or while **You** are working for someone.
7. The cost of treating any **Injury** or **Illness** caused resulting from a malicious act, deliberate injury or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You** or working for **You**.
8. Any amount resulting from **Your** failure to take all reasonable precautions to protect **Your Horse** from aggravating or pro-longing an **Injury** or **Illness**.
9. Any amount for the treatment of tetanus, strangles, *hendra virus*, *equine herpes virus*, *equine influenza (EI)* or any other disease not listed for which there is a known vaccine that a **Vet** would normally recommend.
10. Any amount if **Your** horse is not vaccinated against an illness for which a vaccine is available that a **Vet** would normally recommend.
11. Any amount for any experimental medication, treatments or therapies, prosthesis, orthopaedic supports or braces, cancer vaccines, therapeutic antibody for equine cancer, stem cell therapy, gene therapies, platelet rich plasma therapy (PRP), Shockwave Therapy, pre/probiotics, cold laser treatments, Low level Laser therapy (LLLT), Photobiomodulation (PBM Therapy), Interleukin-1 Receptor Antagonist Protein (IRAP), Bisphosphonates (Equidronate /Osphos), short wave infra-red therapy, equine dry salt therapy, vibration therapy, 3D printing, and any drugs not used in accordance with the manufacturers recommendations.
12. The cost of buying or hiring equipment or machinery or any form of housing.
13. The costs of surgical equipment that can be used more than once
14. The costs of hospitalisation and any associated treatment unless the **Vet** confirms that **Your Horse** must be hospitalised for **Veterinary Treatment** that can only be administered by a **Veterinarian** or member of a **Veterinary practice**.
15. The costs of stabling and/or the agistment of **Your Horse**.

16. The costs of putting **You Horse** to sleep, including the **Veterinary Consultation/** visit and any medication required to carry out the procedure.
17. The costs of a post mortem examination, elective or economic destruction.
18. The costs of having the **Horse** buried, cremated, disposed of where the cause of death is attributable to an exclusion or is not covered under the policy.
19. The costs of any **Veterinary Treatment** associated with or resulting from breeding, pregnancy or giving birth, frozen or fresh embryo transfers (FET) including any complications.
20. For any unborn foal, prospective foal, embryo, frozen embryo or foetus.
21. For costs associated with travel/mileage.
22. For **Your Horse** if not wormed as normally recommended by a **Vet**.
23. For any pandemic disease that causes widespread illness, death or destruction affecting horses.
24. For any amount resulting from a disease transmitted from animals to humans.
25. For any amount after the last day of the of the **Period of Insurance**, unless of further period of insurance has been entered into by **You** and **Us**, in which case the costs may be paid under the new policy entered into **Us**..
26. Any amount resulting from an illness that **Your Horse** contracted while outside Australia, or New Zealand.
27. Any amount which results from **You** acting or behaving unlawfully, including any fines or penalties.
28. Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of **Your Horse**.
29. Any amount if **Your Horse** is confiscated or destroyed under the order of any government, public or local authority or any other authority.
30. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
31. Any loss caused by or results from an act of force, or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
32. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil disobedience, strikes, and people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisations.
33. Any amount if **You** break the Australian laws or regulations including those relating to animal health and importation.
34. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on **Your Horse**.
35. Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by **You** or an Act of Parliament.
36. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
37. Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**.
38. **Your** legal liability for payment of compensation in respect of:
  - Death, bodily **Injury** or **Illness**, and/or
  - Physical loss or damage to property.

## Excess

**You** will be required to pay a non-refundable **Excess** for claims made under this **Policy**. The **Excess** is shown on **Your Certificate of Insurance** and is payable on each un-related condition claim made under your policy per policy year. Separate **Excesses** may apply to additional benefits provided by the **Policy**. **You** should read the **Policy** and **Your Certificate of Insurance** carefully so that **You** are aware of what **Excesses** may be applicable to **You** in the event of a loss.

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

## Excess

**You** will be required to pay a non-refundable **Excess** for claims made under this **Policy**. The **Excess** is shown on **Your Certificate of Insurance** and is payable on each un-related condition claim made under your policy per policy year. Separate **Excesses** may apply to additional benefits provided by the **Policy**. **You** should read the **Policy** and **Your Certificate of Insurance** carefully so that **You** are aware of what **Excesses** may be applicable to **You** in the event of a loss.

## Costs

The premium payable by **You** will be shown on **Your** tax invoice. **We** take into consideration a number of factors in setting premiums. The base premium **We** charge varies according to **Your** risk profile, including but not limited to the breed of **Your Horse**, where **You** live, age of **Your Horse** and relevant claims history etc).

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

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

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

The amount **You** pay for **Your** premium includes a Commission paid to Petplan. If a person has referred **You** to **Us**, **We** may pay them a part of the Administrator fee. This will not increase the amount **You** pay **Us**.

## Payments by Instalments

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

## Goods and Services Tax (GST)

All monetary limits in the **Policy** are inclusive of GST. In the event of a claim, if **You** are not registered for GST, **We** will reimburse **You** the GST component in addition to the amount **We** pay **You**. If **You** are registered for GST, **You** will need to claim the GST component from the 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 738 225 or by advising **Us** in writing. Send written confirmation to: **Petplan** Australia Pty Ltd, 1-3 Smolic Crt, Tullamarine VIC, 3043 or email to [info@petplan.com.au](mailto:info@petplan.com.au)

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

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to '**General Conditions**'. Cancellation on pages 23 and 24, for full details).

## How do I make a claim?

**We** understand that it may be distressing when a horse suffers and **Injury** or **Illness** so **We** will do all **We** can to make the claims process as quick as possible. There is a lot of useful information on **Our** website [www.petplan.com.au](http://www.petplan.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 [www.petplan.com.au/claims](http://www.petplan.com.au/claims) 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 changes (**You** can get a paper copy free of charge by contacting **Us** using **Our** details on the back cover of this PDS). Other documents may form part of **Our** PDS and the **Policy** (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. means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All **Accidents** consequent upon or attributable to one source or original cause are treated by **Us** as one **Accident**.

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

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

1. Acupuncture, chiropractic, manipulation, herbal medicine, homeopathy, osteopathy, physiotherapy, remedial 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.

2. **Hydrotherapy** carried out either by a **Vet** or by a therapist following Referral by **Your** usual Vet.

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

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

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

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

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

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

**Elective Treatment**, diagnostic or procedure means a **Treatment** that is, but not limited, castration; micro-chipping; cosmetic or aesthetic surgery, or elective including but not limited to prescription diet foods, and any **Treatment** not related to an **Injury, Illness**, or trauma. This also means any surgery or treatment that is beneficial to the **Horse** but is not essential for **Your Horse's** survival or does not form part of a **Treatment** for an **Injury** or **Illness**, or any **Treatment**, diagnostic or procedure You request, which the Vet confirms is not necessary to treat an **Injury** or **Illness**.

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

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

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

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

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

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

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

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

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

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

**Market Value** means the price generally paid for;

1. a Horse of the same age, breed, bloodline, sex and ability as **Your Horse** 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**.
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
- e. Horse Floats and Horse Drawn Vehicles

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

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

**Policy Year** means the time during which **We** give cover as shown on **Your Certificate of Insurance Policy** details. This is normally **12 months** but may be less if **Your Horse** has been added to, or cancelled from, **Your** insurance.

**Period of Insurance** means the period stated in **Your Certificate of Insurance**. It does not refer to any prior **Period of Insurance** if the **Policy** is a renewal of a previous **Policy** or any future **Period of Insurance** for any **Policy** **You** may enter into with **Us** upon renewal. Each period is treated as separate. This is normally **12 months** but may be less if **Your Horse** has been added to **Your** insurance or it has been cancelled.

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

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

Occurring or existing:

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

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

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

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

**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** charge for the care and treatment they provide.

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

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

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

**We, Us, Our** means **Petplan** acting on behalf of HDI Global Specialty SE - Australia, Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000, the Insurer of **Your Policy**.

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

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

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

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

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

# General Conditions

<b>Conditions of the Policy</b>	<p><b>You</b> 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</b> <b>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.</p>
<b>Caring for Your Horse</b>	<p>Throughout the <b>Period of Insurance</b> <b>You</b> must take all reasonable steps to maintain <b>Your Horse's</b> health and to prevent <b>Injury, Illness</b> and loss.</p> <ol style="list-style-type: none"><li><b>You</b> must provide Routine or Preventative <b>Treatment</b> normally recommended by a <b>Vet</b> to prevent <b>Illness</b> or <b>Injury</b>. If there is a disagreement between <b>You</b> and <b>Us</b> as to what reasonable steps are, the details will be referred to an independent national welfare body or an independent <b>Vet</b> mutually agreed upon.</li><li><b>You</b> must arrange and pay for <b>Your Horse</b> to have and to receive any preventative or routine care normally recommended by a <b>Vet</b> to prevent <b>Illness</b> or <b>Injury</b>.</li><li><b>You</b> must arrange for a <b>Vet</b> to examine and treat <b>Your Horse</b> as soon as possible after it shows <b>Clinical Signs</b> of an <b>Injury</b> or <b>Illness</b>. <b>You</b> must follow the advice and recommendations of the treating <b>Vet</b> so as not to prolong or aggravate the <b>Illness</b> or <b>Injury</b>. If <b>You</b> do not follow the <b>Vet's</b> advice <b>We</b> may refuse or reduce the amount <b>We</b> pay relating to that <b>Injury</b> or <b>Illness</b>. And if <b>We</b> decide, <b>You</b> must also take <b>Your Horse</b> to <b>Our Vet</b>.</li></ol>
<b>Claims Pre-Authorisation</b>	<p><b>We</b> will not guarantee on the phone if <b>We</b> will pay a claim. <b>You</b> must send <b>Us</b> a claim form that has been fully completed and <b>We</b> will then write to <b>You</b> with <b>Our</b> decision.</p> <ol style="list-style-type: none"><li><b>You</b> must tell <b>Us</b> as soon as possible if anything happens which could lead to a claim.</li><li><b>You</b> must take proper care and keep in good <b>Condition</b> all property covered by <b>Your Policy</b> and take all reasonable precautions to prevent accidents, <b>Injury</b>, loss, theft or damage.</li><li>Throughout the <b>Period of Insurance</b> <b>You</b> must take proper care of <b>Your Horse</b> and take all reasonable steps to maintain <b>Your Horse's</b> health. <b>You</b> must arrange and pay for <b>Your Horse</b> to have a yearly dental examination and any <b>Veterinary Treatment</b> normally recommended by a <b>Vet</b> to prevent <b>Injury</b> or <b>Illness</b>.</li></ol>
<b>Vet Information, Other Insurance</b>	<p>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.</p>

<p><b>Legal rights against others</b></p>	<p>a. If there is any other insurance under which <b>You</b> are entitled to make a claim <b>You</b> must report the incident to that insurance company and tell <b>Us</b> their name and address and <b>Your Policy</b> and claim number with them. To the extent permitted by law, <b>We</b> will only pay <b>Our</b> share of the claim.</p> <p>b. If <b>You</b> have any legal rights against another person in relation to <b>Your</b> claim, <b>We</b> may take legal action against them in <b>Your</b> name at <b>Our</b> expense. <b>You</b> must provide all reasonable assistance <b>You</b> can and give <b>Us</b> all the help <b>You</b> can and provide any documents <b>We</b> ask for.</p>
<p><b>Claims – Paid Direct to Vet</b></p>	<p>If <b>We</b> receive a request to pay the claim settlement direct to a <b>Veterinary Practice</b>, <b>We</b> reserve the right to decline this request. If <b>We</b> agree for a claim payment to be paid directly to <b>Your Vet</b> and <b>You</b> allow this, then if the <b>Vet</b>, who has treated <b>Your Horse</b> or is about to treat <b>Your Horse</b>, asks for information about <b>Your</b> insurance that relates to a claim, <b>We</b> will tell the <b>Vet</b> what the insurance covers, what <b>We</b> will not pay for, how the amount <b>We</b> pay is calculated and if the premiums are paid to date.</p>
<p><b>Claims – Over Treatment</b></p>	<p>If <b>We</b> consider the <b>Veterinary Treatment</b> or <b>Alternative or Complementary Treatment</b> <b>Your Pet</b> receives may not be required, or may be excessive when compared with the <b>Treatment</b> normally recommended to treat the same <b>Illness</b> or <b>Injury</b> by general or referral practices, <b>We</b> reserve the right to request a second opinion from an independent <b>Vet</b>. If the independent <b>Vet</b> does not agree that the <b>Veterinary Treatment</b> or <b>Alternative or Complementary Treatment</b> provided is reasonably required <b>We</b> may decide to pay only the cost of the <b>Veterinary Treatment</b> or <b>Alternative or Complementary Treatment</b> that was necessary to treat the <b>Injury</b> or <b>Illness</b>, as advised by the independent <b>Vet</b> from whom <b>We</b> have requested the second opinion.</p>
<p><b>Claims – Veterinary information</b></p>	<p><b>You</b> agree that any <b>Vet</b> has <b>Your</b> permission to release any information <b>We</b> reasonably ask for about <b>Your Horse</b>. If the <b>Vet</b> makes a charge for this, <b>You</b> must pay the charge.</p>
<p><b>Claims – Settlement</b></p>	<p>When <b>We</b> settle <b>Your</b> claim, <b>We</b> reserve the right to deduct from the claim amount, any amount due to <b>Us</b>.</p>
<p><b>Cancelling Your Policy</b></p>	<p><b>You</b> can cancel <b>Your Policy</b> by contacting <b>Us</b> on 1300 731 324, writing to <b>Us</b> via post or email to <a href="mailto:info@petcover.com.au">info@petcover.com.au</a>. <b>You</b> are entitled to a refund of the money <b>You</b> have paid for the <b>Period of Insurance</b> after the cancellation date, unless you have made a claim.</p> <p>In the event that <b>You</b> cancel the <b>Policy</b> 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 <b>Period of Insurance</b> must be paid. <b>We</b> may deduct up to 15% of the refund as an administration charge.</p>

## Cancellation rights

- a. In addition to **Your** Cooling off rights detailed earlier, **You** may cancel the **Policy** at any time by notifying **Us**.
- b. Cancellation by **You** will be effective from 16:00 (4:00pm) AEST on the day **We** receive **Your** notice of cancellation.
- c. **We** have the right to cancel the **Policy** where permitted by and in accordance with law. For example, **We** may cancel:
  - i. If **You** failed to comply with **Your Duty of Disclosure**; or
  - ii. Where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of the **Policy**; or
  - iii. Where **You** have failed to comply with a provision of the **Policy**, including the term relating to payment of premium; or
  - iv. Where **You** have made a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**, and **We** may do so by giving **You** three days' notice in writing of the date from which the **Policy** will be cancelled. The notification may be delivered personally or posted to **You** at the address last notified to **Us**.
- d. Cancellation by **Us** will be effective from the later of 16:00 (4:00pm) AEST on the third business day after the day it is given to **You** or such other date specified in the cancellation notice.
- e. If **You** or **We** cancel the **Policy** **We** may deduct a pro rata proportion of the premium for time on risk, and any government taxes or duties **We** cannot recover.
- f. For the avoidance of doubt, if the **Policy** is cancelled or comes to an end for any reason all cover for **Your Horse** will stop on the date and time the cancellation becomes effective and no further claims will be paid.

## Claims

1. **You** must arrange and pay for **Your Horse** to be kept vaccinated and wormed as regularly as normally recommended by a **Vet**. If **You** do not keep **Your Horse** vaccinated and wormed, **We** will not pay any claims that result from an **Illness** that would not have occurred if **Your Horse** had been vaccinated and wormed.
2. If, when **You** claim, there is any other Insurance under which **You** are entitled an indemnity, to the extent permitted by law, **We** will only pay **Our** share of the claim. **You** must tell **Us** the name, address and **Your Policy** number with them.
3. If **You** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them in **Your** name at **Our** expense. **You** must give **Us** all the help **You** can and provide any documents **We** ask for.
4. Regardless of **Your** claims history, at renewal **We** have the right to amend **Your Policy** terms and conditions, this includes:
  - imposing terms such as the application of excesses;
  - increasing **Your** premiums;
  - excluding cover;
  - amending the **Policy** wording and/or
  - changing **Your** payment type.

**We** also have the right to not invite renewal. **We** will notify **You** in writing of any such action 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 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 month **We** can cancel the **Policy**. **We** also reserve the right to have **You** pay the rest of the yearly premium immediately.
- b. If **Your** instalments are frequently late or missed **We** also reserve the right to have **You** pay all premiums due until the end of the current **Period of Insurance**.
- c. If the **Policy** is cancelled by **Us** because **You** have not paid the premium **We** may agree to reinstate the **Policy**. If **We** agree, **We** may charge an administration fee and may require **You** to pay all premiums due until the end of the current **Period of Insurance**.
- d. When **We** settle **Your** claim, **We** will deduct from the claim, any amount due to **Us**.

	<ol style="list-style-type: none"> <li>1. If, after <b>We</b> offer to renew <b>Your Policy</b>, <b>You</b> tell <b>Us</b> something that happened during an earlier Period of Cover which could lead to a claim, <b>We</b> may change the standard premium and Terms and <b>Conditions</b> of this insurance and add exclusions back dated to the date <b>Your Policy</b> renewed.</li> <li>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's</b> history. If there is a charge for this, <b>You</b> must pay the charge.</li> <li>3. <b>You</b> must make sure anyone <b>Riding Your Horse</b> has the experience to ride it, and is able to ride it. They must also use <b>Your Horse</b> for the activities listed in the group or class of use <b>You</b> have chosen as set out on the <b>Certificate of Insurance</b> Horses Details.</li> </ol>
<b>Jurisdiction</b>	<ol style="list-style-type: none"> <li>a. Australian law applies to this insurance contract.</li> <li>b. Unless <b>We</b> agree otherwise the language of the <b>Policy</b> and all communications relating to it will be in English.</li> </ol>
<b>Your Residence</b>	<ol style="list-style-type: none"> <li>a. <b>Your Horse</b> must live in Australia.</li> <li>b. If <b>Your</b> address, or the address of <b>Your Horse</b>, changes <b>You</b> must advise <b>Us</b> as soon as possible as this may affect the insurance cover provided.</li> </ol>
<b>Your Rights</b>	<b>Your Rights</b> The <b>Policy</b> is subject to any rights and remedies <b>You</b> have under the Insurance Contracts Act 1984.
<b>False information</b>	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 <b>Policy</b> .
<b>Fraudulent Claims</b>	<b>Fraudulent Claims</b> If <b>You</b> submit a fraudulent claim, or solicit <b>Your Vet</b> to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and <b>We</b> may cancel the <b>Policy</b> . <b>We</b> may also be entitled to reclaim any payments already made to <b>You</b> 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 **Market Value** as is reasonably determined by **You**.
3. **You** must arrange to for a **Vet** to examine and treat **Your Horse** as soon as possible after it shows **Clinical Signs** of an **Injury** or **Illness**. And if **We** decide, **You** must take **Your Horse** to a **Vet** **We** choose.
4. If **We** consider any **Veterinary Treatment** or **Alternative Treatment** for **Your Horse** may not be required, or the **Veterinary Fees** charged may be excessive when compared with the **Treatment** that is normally recommended to treat the same **Illness** or **Injury** or fees charged are higher than normally charged by a general or referral practice, **We** reserve the right to request a second opinion from a **Vet** that **We** choose. If the **Vet** **We** choose does not agree with the **Veterinary Fees** or **Alternative Treatment** provided or the fees charged, **We** may decide to pay only the **Veterinary Fees** or the **Treatment** or **Alternative Treatment** that was necessary to treat the **Injury** or **Illness**, as advised by the **Vet** from whom **We** have requested the second opinion.
5. If a claim has not been submitted within **12 months** of **Your Horse's** death, euthanasia, being lost, strayed or stolen, or receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, or may reduce the total amount claimable, to the extent that **We** are prejudiced by the late notification of the claim.
6. Any rights and remedies **You** have under the Insurance Contracts Act 1984 are not affected by **Your Policy**.

## Cover

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

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

## Section 1A – Death by Injury or Illness

### We will pay:

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

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

### You must pay:

The first \$250 of each claim.

### We will not pay:

1. More than the **Sum Insured** or the **Market Value**, whichever is the lesser.
2. Any amount if the death or euthanasia of **Your Horse** happens more than **12 months** after the date the **Injury** happened or the first **Clinical Signs** of the **Illness** were noticed that led to the death or euthanasia.
3. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** was caused by an **Injury** that happened or an **Illness** that first showed **Clinical Signs** before the **Period of Insurance** started.
4. Any amount for euthanasia if **Your Vet** or **Our Vet** believe the **Illness** or **Injury** **Your Horse** was suffering from could have been treated or if **Your Vet** or **Our Vet** believes it was humane to keep **Your Horse** alive.
5. Any amount if **Your Vet** or **Our Vet** believes it is humane to keep **Your Horse** alive.
6. To the extent permitted by law, any amount if the euthanasia of **Your Horse** is carried out before **You** tell **Us** about **Your** or **Your Vet's** decision for euthanasia, unless **Your Vet** believes there was not time for **You** to tell **Us** because **Your Horse** was in so much pain that it needed immediate euthanasia.
7. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** results from;
  - an **Injury** that happened or **Illness** that first showed **Clinical Signs**; or,
  - an **Injury** or **Illness** which is the same as, or has that same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
  - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs**, before:
    - **Your Horse's** cover started; or,
    - the date this section was added to **Your** insurance, no matter where the **Injury** **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
8. Any amount if the death or euthanasia of **Your Horse** results from;
  - an **Illness** first showing **Clinical Signs**; or
  - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
  - an **Illness** that is caused by, relates to or results from an **Injury**, **Illness** or **Clinical Signs** which first showed **Clinical Signs**, within:
    - 21 days of **Your Horse's** cover starting; or,
    - 21 days of the date this section was added to **Your** insurance; or
    - the dates of a temporary **Covernote**, no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened on **Your Horse's** body.
9. Any amount if **Your Horse's** **Condition** does not meet the current Australian Veterinary Association (AVA) Guidelines for the destruction of horses under all risk mortality insurance **Policy**.
10. Any amount if **You**, an **Immediate Family** member, anyone living with **You**, anyone working for **You** or anyone looking after **Your Horse** deliberately caused the death or euthanasia of **Your Horse**.
11. Any amount if the death or euthanasia of **Your Horse** results from medication unless it is given by a **Vet** or under the direction of a **Vet**.
12. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse's** behaviour.
13. Any amount for a mare's unborn foal, embryo or foetus.
14. To the extent permitted by law, any amount if **Your Horse** is insured by **Our Veteran Plan Policy**.
15. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
16. The cost of a post mortem examination.
17. Any amount if the death or euthanasia of **Your Horse** results from an **Injury** or an **Illness** while taking part in an activity not shown or covered on **Your Certificate of Insurance** Horse Details.
18. Any amount if the death of **Your Horse** results from an **Illness** if **Your Horse** is aged 17 years or over.

## Death from Injury (Veteran Plan)

### We will pay:

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

- an **Injury** that happens during the **Period of Insurance**; or

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

### You must pay:

The first \$250 of each claim.

### We will not pay:

1. More than the **Sum Insured** or \$3,000 whichever is the lesser.
2. Any amount if the death or euthanasia of **Your Horse** happens more than **12 months** after the date the **Injury** that caused the death or euthanasia.
3. Any amount if **Your Vet** or **Our Vet** believes the **Injury Your Horse** is suffering from can be treated.
4. Any amount if **Your Vet** or **Our Vet** believes it is humane to keep **Your Horse** alive.
5. To the extent permitted by law, any amount if the euthanasia of **Your Horse** is carried out before **You** tell **Us** about **Your** or **Your Vet's** decision for euthanasia, unless **Your Vet** believes there was not time for **You** to tell **Us** because **Your Horse** was in so much pain that it needed immediate euthanasia.
6. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** results from; an **Injury** that happened; or, an **Injury** which is the same as, or has that same diagnosis or **Clinical Signs** as an **Injury** that happened; or an **Injury** that is caused by, relates to or results from an **Injury** that happened, before:
  - **Your Horse's** cover started; or,
  - the date this section was added to **Your** insurance, no matter where the **Injury** happened in or on **Your Horse's** body.
7. Any amount if **Your Horse's Condition** does not meet the current Australian Veterinary Association (AVA) Guidelines for the destruction of horses under all risk mortality insurance **Policy**.
8. Any amount if **You**, an **Immediate Family** member, anyone living with **You**, anyone working for **You** or anyone looking after **Your Horse** deliberately caused the death or euthanasia of **Your Horse**.
9. Any amount if the death or euthanasia of **Your Horse** results from medication unless it is given by a **Vet** or under the direction of a **Vet**.
10. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse's** behaviour.
11. Any amount for a mare's unborn foal, embryo or foetus.
12. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
13. The cost of a post mortem examination.
14. Any amount if the death or euthanasia of **Your Horse** results from an **Injury** while taking part in an activity not shown or covered on **Your Certificate of Insurance** Horse Details.

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

1. **You** must tell **Us** as soon as possible if **Your Horse** shows any **Clinical Signs** of an **Injury** or an **Illness**.
2. If **You** or **Your Vet** decides on euthanasia of **Your Horse** **You** must tell **Us** as soon as reasonably possible.
3. If **Your Vet** and **Our Vet** do not agree that the **Illness** or **Injury Your Horse** is suffering from can be treated or that it is humane to keep **Your Horse** alive, **We** may employ another specialist **Vet**, who **You** agree **We** can employ. The specialist **Vet** will examine **Your Horse** and all parties will accept this **Vet's** opinion.
4. **You** must immediately arrange for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**. And, if **We** decide, **You** must arrange for **Your Horse** to go to another **Vet** that **We** have chosen.
5. The period of **12 months** will always start from the date in the **Period of Insurance** that,
  - the **Injury** first happened; or
  - the **Illness** or **Clinical Signs** were first noticed; or
  - an **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or **Clinical Signs** that caused the death or human destruction were first noticed, no matter how many times the same **Illness** or the same **Clinical Signs** are noticed in or on any part of **Your Horse's** body.
6. If a number of **Injuries**, **Illnesses**, or **Clinical Signs** are diagnosed as one **Injury** or **Illness**, or it is found that they are caused by, or relate to another **Injury** or **Illness**, the period of **12 months** will start from the date in the **Period of Insurance** that the first **Injury** happened or the first **Clinical Signs** of any of the **Illnesses** were noticed.

7. **You** must immediately arrange for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**. And, if **We** decide, **We** will refer the case history to a **Vet** that **We** have chosen. If **We** request, **You** must arrange for **Your Horse** to go to another **Vet** that **We** have chosen.
8. **You** must take proper care of **Your Horse** and take all reasonable steps to maintain **Your Horse's** health. **You** must arrange for **Your Horse** to have any **Treatment** normally recommended by a **Vet** to prevent **Injury** or **Illness**.
9. **You** must arrange and pay for **Your Horse** to be kept vaccinated against tetanus, strangles and Equine Influenza and wormed as regularly as normally recommended by a Vet. If **You** do not keep **Your Horse** vaccinated and wormed, **We** will not pay any claims that result from an **Illness** that would not have occurred if **Your Horse** had been vaccinated and wormed.
10. If **We** pay a claim under section 1A- death from **Injury** or **Illness** or Veteran Plan—death from **Injury**, **Your Policy** is cancelled from the date of **Your Horse's** death and there will be no refund of premium. If **Your** premium is being paid by instalments, **We** will deduct from **Your** claim monies any premium due for the balance of the **Period of Insurance**, and there will be no refund of money **You** have paid for the **Period of Insurance** after the cancellation date.
11. Following the death or euthanasia of **Your Horse** **You** must arrange and pay for a post mortem examination.
12. **We** will not make any claims payment until **We** have received the following;
  - Death **Certificate** from **Your Vet**
  - Evidence of **Your** legal ownership of the Horse (proof of purchase)
  - If the horse was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement

## Section 1B – Disposal

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

## Section 2 – Theft or Straying

### 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:

1. More than the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lessor.
2. Any amount if **You** do not have Section 1a – Death from **Injury** or **Illness** or Veteran Plan – Death from **Injury** as shown as covered on the **Certificate of Insurance** Horse Details.
3. More than \$600 for the cost of advertising and the reward **You** have paid.
4. Any amount if **You** or the person looking after **Your Horse** has freely parted with it, even if tricked into doing so, unless the person was looking after or transporting **Your Horse** in return for money, goods or services.
5. Any amount for the death of an unborn foal, embryo or foetus.
6. Any amount if the theft or loss of **Your Horse** involves **Your** employee's dishonesty.
7. Any reward paid to a member of **Your Immediate Family**, any person living with **You** or employed by **You**.
8. Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of **Your Horse**.

9. **We** will not make any claims payment until **We** have received the following;
  - Copy of Police Crime Report
  - Evidence of **Your** legal ownership of the Horse (proof of purchase)
  - If the horse was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement

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

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

## Section 3 – Vet’s Fees

#### We will pay:

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

#### You must pay:

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

#### Excess Table

Section	Maximum Benefit	Excess
HNXS <b>Vet’s Fees</b> Section 3 (normal)	\$10,000	\$250
HiXS Plan High <b>Excess Vet’s Fees</b>	\$7,000	\$1000
<b>Vet’s Fees</b> Veteran Plan Option B	\$2,000	\$250

#### We will not pay:

1. More than the **Maximum Benefit**.
2. Any amount for **Veterinary Fees** if **Your Horse** is 17 years old or over.
3. The cost of any medicines or materials prescribed or supplied to be used after **12 months** from the date the **Injury** happened or the **Illness** first showed **Clinical Signs**.
4. To the extent permitted by law, the cost of any **Veterinary Treatment** or **Alternative Treatment** for;
  - an **Injury** that happened or an **Illness** that first showed **Clinical Signs**; or
  - an **Injury** or **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
  - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs**, before:
    - **Your Horse's** cover started; or
    - the date this section was added to **Your** insurance, no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
5. The cost of any **Veterinary Treatment** or **Alternative Treatment** for;
  - an **Illness** first showing **Clinical Signs**; or,
  - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
  - an **Illness** that is caused by, relates to or results from an **Illness** or **Clinical Signs** which first showed **Clinical Signs**,

within:

- 21 days of **Your Horse's** cover starting; or

- 21 days of the date this section was added to **Your** insurance; or, the dates of a temporary **Covernote**, no matter where the **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
6. The cost of any **Veterinary Treatment** or **Alternative Treatment** a **Vet** normally recommends to prevent **Injury** or **Illness**.
  7. The cost of any **Veterinary Treatment** or **Alternative Treatment** **You** choose to have carried out that is not required to treat an **Injury** or **Illness**, including any complications that arise from this **Treatment**.
  8. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from a vice or from **Your Horse's** behaviour.
  9. The cost of vaccinations, castration, removing wolf teeth, any **Veterinary Treatment** or **Alternative Treatment** for pregnancy or foaling except the cost of treating any complications caused by these procedures.
  10. Any costs for the **Veterinary Treatment** or **Alternative Treatment** of an **Illness** if cover is restricted to accidental **Injury** only as stated on the **Certificate of Insurance**.
  11. The cost of any **Veterinary Treatment** or **Alternative Treatment** if **Your Horse** is covered by **Our Veteran Plan Policy** Option A.
  12. The cost of any **Veterinary Treatment** or **Alternative Treatment** for any **Injury** or **Illness** deliberately caused by **You** or a member of **Your Immediate Family**, or anyone living with **You** or employed by **You**.
  13. The cost of euthanasia, cremation, burial or disposal of **Your Horse**.
  14. The cost of a post mortem examination.
  15. The cost of
    - stabling
    - grazing
    - feeding; or
    - any changes in the way **You** look after **Your Horse**
    - any amount **You** normally pay for shoeing and/or the care of **Your Horse's** feet.
  16. The cost of any **Treatment**, which is not **Veterinary Treatment** or **Alternative Treatment**, that **You** could carry out **Yourself**, unless the **Vet** confirms that a **Vet** or a **Member of a Veterinary Practice** must carry this out, regardless of **Your** personal circumstances.
  17. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
  18. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from an **Injury** or an **Illness** while taking part in an activity not shown as covered on **Your Certificate of Insurance** Horse Details.
  19. The cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Vet** and **Our Vet** do not agree if **We** have advised that this agreement is required.
  20. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.
  21. The cost of any **Veterinary Treatment** or **Alternative Treatment** for an **Illness** if **Your Horse** is aged 17 years or over. **Vet's Fees** (Veteran Plan Option B)

### We will pay:

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

### You must pay:

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

Section	Maximum Benefit	Excess
<b>Vet's Fees</b> Veteran Plan Option B	\$2,000	\$250

### We will not pay for:

1. More than the **Maximum Benefit**.
2. The cost of any **Veterinary Treatment** or **Alternative Treatment** **Your Horse** receives after **12 months** from the date the **Injury** happened.
3. The cost of any medicines or materials prescribed or supplied to be used after **12 months** from the date the **Injury** happened.

4. To the extent permitted by law, the cost of any **Veterinary Treatment** or **Alternative Treatment** for;
  - an **Injury** that happened; or
  - an **Injury** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened; or
  - an **Injury** that is caused by, relates to or results from an **Injury** that happened, before:
    - **Your Horse's** cover started; or
    - the date this section was added to **Your** insurance.
    - no matter where the **Injury, Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
5. The cost of any **Veterinary Treatment** or **Alternative Treatment** a **Vet** normally recommends to prevent **Injury**.
6. The cost of any **Veterinary Treatment** or **Alternative Treatment** **You** choose to have carried out that is not required to treat an **Injury** or **Illness**, including any complications that arise from this **Treatment**.
7. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from a vice or from **Your Horse's** behaviour.
8. The cost of vaccinations, castration, removing wolf teeth, any **Veterinary Treatment** or **Alternative Treatment** for pregnancy or foaling except the cost of treating any complications caused by these procedures.
9. The cost of any **Veterinary Treatment** or **Alternative Treatment** for any **Injury** or **Illness** deliberately caused by **You** or a member of **Your Immediate Family**, or anyone living with **You** or employed by **You**.
10. The cost of euthanasia cremation, burial or disposal of **Your Horse**.
11. The cost of a post mortem examination.
12. The cost of
  - stabling
  - grazing
  - feeding; or
  - any changes in the way **You** look after **Your Horse**
  - any amount **You** normally pay for shoeing and/or the care of **Your Horse's** feet.
13. The cost of any **Treatment**, which is not **Veterinary Treatment** or **Alternative Treatment**, that **You** could carry out yourself, unless the **Vet** confirms that a **Vet** or a **Member of a Veterinary Practice** must carry this out, regardless of **Your** personal circumstances.
14. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
15. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from an **Injury** while taking part in an activity not shown as covered on **Your Certificate of Insurance** Horse Details.
16. The cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Vet** and **Our Vet** do not agree if **We** have advised that this agreement is required.
17. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

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

1. **You** must tell **Us** as soon as possible if **Your Horse** shows any **Clinical Signs** of an **Injury** or an **Illness**.
2. **You** must immediately arrange for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**, and, if **We** decide, **We** will refer the case history to a **Vet** that **We** have chosen. If **We** request, **You** must arrange for **Your Horse** to go to another **Vet** that **We** have chosen.
3. **We** may decide that **We** need **Our Vet** to agree **Your Horse's** **Veterinary Treatment** or **Alternative Treatment** with **Your Vet** before it is carried out. **We** will advise **You** if this agreement is required.
4. If **Your Vet** and **Our Vet** do not agree on the **Veterinary Treatment** or **Alternative Treatment** for **Your Horse**, **We** may employ another specialist **Vet**, who **You** agree **We** can employ. The specialist **Vet** will examine **Your Horse** and all parties will accept this **Vet's** opinion of the **Veterinary Treatment** or **Alternative Treatment** **Your Horse** needs.
5. The period of **12 months** will always start from the date in the **Period of Insurance**,
  - the **Injury** first happened; or
  - the **Illness** or **Clinical Signs** were first noticed; or
  - an **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or

- are noticed in or on any part of **Your Horse's** body.
6. If a number of **Injuries, Illnesses, or Clinical Signs** are diagnosed as one **Injury or Illness**, or it is found that they are caused by, or relate to another **Injury or Illness**, the period of **12 months** will start from the date in the **Period of Insurance** that the first **Injury** happened or the first **Clinical Signs** of any of the **Illnesses** were noticed.

## Section 4 – Saddlery and Tack

### We will pay:

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

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

### You must pay;

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

### We will not pay:

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

### Special conditions that apply to this section:

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

## Section 5 – Loss of Irrecoverable Entry Fees

### 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**.
3. Any amount if **You** do not have Section 1a – Death by **Injury** or **Illness**, shown as covered on **Your Certificate of Insurance** Horse Details.
4. Any amount if **We** have not paid a claim for the death or destruction of **Your Horse** under Section 1A – Death by **Injury** or **Illness**.

## Section 6 – Permanent Loss of Use- Physical

### We will pay:

If an **Injury** happens or an **Illness** first shows **Clinical Signs**, during the **Period of Insurance**, which results in **Your Horse** never being able to under take part in any one of the activities as set out on the **Certificate of Insurance** Horse Details, we will pay either the **Sum Insured** as set out on the **Certificate of Insurance**, or, the **Market Value** prior to injury, less the **Market Value** at the time of the claim. We will pay the lesser of the two.

### You must pay:

The first \$250 of each claim.

### We will not pay:

1. More than the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lesser, or the percentage of the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lesser, as set out on the **Certificate of Insurance** Horse Details.
2. Any amount if the permanent loss of use happens more than **12 months** after the date the **Injury** happened or the **Illness** first showed **Clinical Signs**.
3. Any amount for permanent loss of use if **Your Vet** and **Our Vet** do not agree that **Your Horse** will never be able to take part in any one of the activities set out on the **Certificate of Insurance** Horse Details.
4. To the extent permitted by law, any amount for permanent loss of use caused by;
  - an **Injury** that happened or an **Illness** that first showed **Clinical Signs**; or
  - an **Injury** or **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
  - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs** before;
  - **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. Any amount for permanent loss of use caused by;
  - an **Illness** first showing **Clinical Signs**; or
  - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
  - an **Illness** that is caused by, relates to or results from an **Injury**, **Illness** or **Clinical Signs** which first showed **Clinical Signs**, within;
    - 21 days of **Your Horse's** cover starting; or
    - 21 days of the date this section was added to **Your** insurance; or
    - the dates of a temporary **Covernote**,
    - no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
6. Any amount for permanent loss of use if the **Injury** or **Illness** results from an activity not shown as covered on **Your Certificate of Insurance** Horse Details.
7. Any amount for permanent loss of use resulting from or connected with any activity **Your Horse** has never taken part in or been trained to do.
8. Any amount for permanent loss of use if **Your Horse** cannot breed if this is caused by something that is not an **Illness** or **Injury**.
9. Any amount for permanent loss of use if **Your Horse** is under 2 years of age or 17 years old or over at the beginning of the **Period of Insurance** as set out on **Your Certificate of Insurance** Horse Details.
10. Any amount if the permanent loss of use for **Your Horse** results from a vice or it's behaviour.
11. Any amount for permanent loss of use if **Your Horse** is not allowed to take part in any show because of the show regulations about horses that have had

- a hobby operation or any other operation for a respiratory system disorder.
12. Any amount for permanent loss of use unless the **Illness** or **Injury** prevents **Your Horse** from physically taking part in an activity.
  13. Any amount for permanent loss of use that results from a blemish or a scar.
  14. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Treatment**, **We** may reduce the amount of a benefit, or may refuse to pay the claim to the extent that **We** are prejudiced by the late notification of the claim.

### Special Conditions that apply to this section:

1. **You** must immediately arrange for a **Vet** to examine and treat **Your Horse** if it shows **Clinical Signs** of an **Injury** or an **Illness**.
2. If it is **Your Vet**'s opinion that **Your Horse** will never take part in any one of the activities set out on the **Certificate of Insurance** Horse Details **You** must send **Us** a report from **Your Vet** giving Details of **Your Horse**'s **Illness** or **Injury** and the reasons for the opinion.
3. **We** may decide that **We** need **Our Vet** to agree with **Your Vet** that **Your Horse** will never be able to take part in any one of the activities set out on the **Certificate of Insurance** Horse Details.
4. If **Your Vet** and **Our Vet** do not agree that **Your Horse** will never take part in any one of the activities set out on the **Certificate of Insurance** Horse Details, **We** may employ another specialist Vet, who **You** agree **We** can employ. The specialist **Vet** will examine **Your Horse** and all parties will accept this Vet's opinion.
5. The period of **12 months** will always start from the date in the **Period of Insurance**
  - the **Injury** first happened; or
  - the **Illness** or **Clinical Signs** were first noticed; or
  - an **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or **Clinical Signs** that caused the permanent loss of use were first noticed, no matter how many times the same **Illness** or the same **Clinical Signs** are noticed in or on any part of **Your Horse**'s body.
6. If a number of **Injuries**, **Illnesses**, or **Clinical Signs** are diagnosed as one **Injury** or **Illness**, or it is found that they are caused by, or relate to another **Injury** or **Illness**, the period of **12 months** will start from the date in the **Period of Insurance** that the first **Injury** happened or the first **Clinical Signs** of any of the **Illnesses** were noticed.
7. Once **We** have agreed the settlement of **Your** claim, **You** must agree to have the loss of use freeze mark placed on **Your Horse**. **We** will not make any claim payment until **We** have received confirmation the freeze mark has been done. If **You** have decided to euthanise **Your Horse** **We** will not make any claim payment until **We** have Veterinary confirmation that the Horse has been euthanised.
8. If **Your Horse** is covered for 100% of the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the 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).
  - If **Your Horse** was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement.

## Section 7 – Horse Floats, Trailers and Horse Drawn Vehicles

### We will pay:

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

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

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

### You must pay:

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

### We will not pay:

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

### Special conditions that apply to this section:

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

## How to Claim

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

Please write to: **Petplan** Customer Centre, 1-3 Smolic Crt, Tullamarine, VIC, 3043. Alternatively, **You** may phone Customer Services on 1300 738 225 or email [info@petplan.com.au](mailto:info@petplan.com.au).

### Changes to this Notice

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 8h March 2018.

### Contacting Us

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

**Petplan Australasia Pty Ltd,**  
Customer Service Centre,  
1-3 Smolic Crt,  
Tullamarine VIC 3043  
Phone 1300 738 225

For information about the insurer HDI Global Specialty SE -Australia please visit [www.hdi-specialty.com](http://www.hdi-specialty.com).

### Sanctions

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

### Choice of Law and Jurisdiction

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

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

### Service of Suit

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

HDI Global Specialty SE -Australia  
Tower 1, Level 33  
100 Barangaroo Ave  
Level 29, MLC Centre  
19 Martin Place Sydney  
NSW 2000

### Language

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



# How to contact us

<b>By Telephone</b>	1300 738 225
<b>By Email</b>	info@petplan.com.au
<b>In Writing</b>	<b>Petplan Australasia Pty Ltd</b> Customer Care 1-3 Smolic Court Tullamarine VIC 3043
<b>Website</b>	www.petplan.com.au
<b>Voice Relay Users</b>	Call 1300 557 727 and ask for 1300 738 225
<b>TTY Relay Users</b>	Call 133 677 and ask for 1300 738 225
<b>SMS Relay Users</b>	Contact 0423 677 767

## Administrator

**Petplan** Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663 is the sole Administrator of the **Policy** acting on behalf of the **Insurer**.

Petplan® is a Registered Trade Mark, and Products sold under this Trade Mark in **Australia** are sold exclusively by **Petplan** Australasia Pty Ltd under Licence from Pet Plan Limited.

## Head Office

1-3 Smolic Crt, Tullamarine VIC, 3043 Ph: 1300 738 225  
info@petplan.com.au www.petplan.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 -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 Roderbruchstraße 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").

