

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

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 (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 document "We, Our and Us" refers to Petplan Australasia 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 broker.

Our FSG contains important information about the products and services Petplan Australasia Pty Limited (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 Limited to provide insurance services, **You** are, in the absence of a formal written retainer agreement, agreeing to the delivery of **Our** services and **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.

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

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

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

Arranging Your insurances

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

As one of Australia's leading Pet 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 FSR requirements and are pet owners too. This enables them to provide You with meaninoful advice and assistance when You need it.

Who do We act for?

As an insurance broker acting under a Binder from an Insurer, **We** act to arrange or enter into insurance products on their behalf. Under **Our** Binder Agreement **We** also agree to handle and settle claims on an insurer's behalf. For General Insurance Products provided as an Insurance Broker **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.

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 **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 **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 range between 0% and 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 MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA, 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 an insurer is standard for insurance brokers and **Our** rates of commission is up to 30% of the premium (before taxes and statutory charges) for Pet Insurance. General 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
 currency. 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 MS Amlin Syndicate 2001 at Lloyd's, please ask Us within a reasonable time after receiving this document and before We provide You with advice on or We issue You with Pet Insurance.

Do We receive any other remuneration for Our service?

Interest

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

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 Limited 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 MS Amlin Syndicate 2001 at Lloyd's, managed by MS Amlin Underwriting Limited.

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 or alternatively, a copy can be sent to **You** on request. Please contact Petplan office or visit **Our** website at 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. 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 Federal Privacy Act 1988 and its National Privacy Principles for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information.

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

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

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

Collecting electronic information

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

How We use Your information?

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

- · arrange and administer an application for insurance;
- manage and administer the insurance;
- · investigate, process and manage claims; and/or
- · prevent fraud.

Who We share Your information with?

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

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

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

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

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

Why it is necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal
- · Injury or property damage;
- check that claims information matches what was provided when the insurance was taken out:
- act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

Your rights

You have a right to know what personal and/or sensitive personal information

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

If We do hold information about You, We will:

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

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

Providing consent to process Your information

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

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

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

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** Petplan Client Relationship Manager.

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 The Code does not form part of any retainer We have with You and Your rights relating to any breach of the Code by **Us** are limited to remedies available under the Code.

Service issues and complaints

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

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

If You have a complaint about the service We have provided to You, please address Your enquiry or complaint to the staff member providing the service, or phone 1300 738 225 during normal office hours.

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

Making a Complaint

This insurance is subject to the standards set out in the Insurance Council of Australia's General Insurance Code of Practice (www.codeofpractice.com.au), apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. One of the objectives of the Code is to commit **Us** to high standards of service.

Any enquiry or complaint relating to this Insurance should be referred to:

Petplan Pet Insurance. Customer Service Centre, 1-3 Smolic Crt, Tullamarine Vic 3043 Phone 1300 738 225

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should contact:

Lloyd's Australia Limited, Level 9, 1 O'Connell Street Sydney NSW 2000

Telephone Number: (02) 8298 0783

Facsimile Number: (02) 8298 0788 Email: idraustralia@lloyds.com

Your complaint will generally be reviewed by their office if it falls within the Terms of Reference of the Australian Financial Ombudsman. Otherwise, Your matter will be referred to the Complaints Team at Lloyd's based in the UK.

More complex complaints may take 45 days to resolve. We may request an extension of time for up to another 45 days if We cannot resolve the complaint within this period.

For other disputes **You** will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

If Your dispute remains unresolved or You are not satisfied with Our response or proposed resolution, You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice. AFCA provides a conciliation and arbitration service to assist consumers in the resolution of complaints. AFCA services are free to complainants. AFCA deals with all complaints in accordance with the AFCA Rules. You can obtain a copy of these from AFCA or from the website at www.afca.org.au. You can contact AFCA on 1800 931 678 9am - 5pm AEST/AEDT weekdays, or email info@afca.org.au.

Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001 Australia

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 03 9339 3333.

Part 2: Product Disclosure Statement (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

MS Amlin Syndicate 2001 at Lloyd's is managed by MS Amlin Underwriting Limited. Registered office: The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG. Registered in England Company No. 02323018.

MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

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 binder agreement granted by 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 agent for MS Amlin Syndicate 2001 at Lloyd's 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 insured. If the Policy is varied during the Period of Insurance We will send You an updated Certificate of Insurance taking into account the variations; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

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

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

Terms and Conditions

Cover is provided on the basis:

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

If You failed to comply with Your Duty of Disclosure or have made a misrepresentation to Us, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel the Policy. If You have told Us

something which is fraudulent, **We** also have the option of voiding the **Policy** (i.e. treating it as if it never existed).

Your Duty of Disclosure and the consequences of nondisclosure, are set out under the heading 'Your Duty of Disclosure', on 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 do not form part of the **Policy** for interpretation purposes.

Your obligation to comply with the Policy terms and conditions

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

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

Your Duty of Disclosure

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

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

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

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

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

Who does the duty apply to?

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

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

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

What type of insurance is this?

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

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

Disposal after humane destruction or death from, from Injury or Illness, Vet Fees for Injury or Illness including Alternative Treatment and medication, Saddlery

and Tack. Permanent Loss of Use and Horse floats or Horse drawn vehicles

How long does my Policy run for?

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

Your Horse Insurance Policy Summary

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

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

Applying for cover - Eligibility

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

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

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

Equine Policy Summary

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

Veteran Equine Plan

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

30 years.

There are two options available within Veteran Plan.

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

Veterinary Fee Cover

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

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

Details of Veterinary Fee Cover

HiXS Plan

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

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

HNXS Plan

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

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

Policy Limits and Exclusions

Exclusions

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

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

- Any pandemic disease that causes widespread Illness, death or destruction affecting horses.
- 13. Any amount resulting from an Illness that Your Horse contracted while outside Australia, or New Zealand that it would not normally have contracted in Australia or New Zealand.
- 14. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on Your Horse.
- 15. Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by You or an Act of Parliament.
- 16. Any amount if Your Horse is confiscated or destroyed under the order of any government, public or local authority or any other authority.
- 17. Any Horse not vaccinated against tetanus, strangles or any other disease that there is a known vaccine and Vets recommend vaccination.
- 18. Any Horse not wormed as regularly as normally recommended by a Vet.
- 19. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisations.
- Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- Any legal expenses resulting from criminal proceedings because of a deliberate act by You.
- 22. Your legal liability for payment of compensation in respect of:
 - Death, bodily Injury or Ilness, and/or
 - · Physical loss or damage to property.

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

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

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

Excess

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

Costs

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

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

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

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

The amount **You** pay for **Your** premium (excluding government charges) is apportioned as follows: 70% Insurer premium, 30% Administrator management fee. If a person has referred **You** to **Us**, **We** may pay them a part of the Administrator

fee. This will not increase the amount You pay Us.

Payments by Instalments

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

Goods and Services Tax (GST)

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

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

Your cooling-off period and Cancellation rights

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

We will not accept Policy cancellation requests by telephone. To exercise Your cooling off rights You must advise Us of Your intention to cancel in writing. Send written confirmation to: Petplan Pet Insurance, 1-3 Smolic Crt, Tullamarine Vic, 3043 or email to 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 will not guarantee on the phone if We cover a claim. You must send Us a claim form that has been properly filled in. We will then write to You with Our decision.

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

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

You can notify Us of a claim and obtain a claim form by calling 1300 738 225 or emailing claims@petplan.com.au. Alternatively, if You already have a claim form or have downloaded a claim form from Our Website at (http:// www.petplan.com.au/pdf/horse_claim_form.pdf.) You can notify Us by sending the completed claim form to: Petplan Claims Centre, 1-3 Smolic Court, Tullamarine, Victoria 3043.

General Insurance Code of Practice

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

We keenly support the standards set out in the Code.

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

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Where the information is not something

that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes (**You** can get a paper copy free of charge by contacting **Us** using **Our** details on the back cover of this PDS). Other documents may form part of **Our** PDS and the **Policy**. If they do **We** will tell **You** in the relevant document.

Further information and confirmation of transactions

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

Your Horse Insurance Policy - Details

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

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

Policy Definitions

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

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

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

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

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

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

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

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

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

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

Elective Treatment, diagnostic or procedure means a Treatment that is, but not limited, castration; micro-chipping; cosmetic or aesthetic surgery, or elective

including but not limited to prescription diet foods, and any **Treatment** not related to an **Injury**, **Illness**, or trauma.

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

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

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

Home means the place in Australia where You usually live.

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

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

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

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

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

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

Market Value means the price generally paid for;

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

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

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

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

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

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

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

Occurring or existing:

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

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

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

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

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

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

Treatment means Veterinary Treatment or Alternative Treatment.

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

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

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

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

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

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

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

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

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

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

General Conditions

Conditions of the Policy

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

Caring for Your Horse

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

- a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a dis-agreement between You and Us as to what reasonable steps are, the details will be referred to an independent national welfare body or an independent Vet mutually agreed upon.
- You must arrange and pay for Your Horse to have and to receive any preventative or routine care normally recommended by a Vet to prevent Illness or Injury.
- c. You must arrange for a Vet to examine and treat Your Horse as soon as possible after it shows Clinical Signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness. And if We decide, You must also take Your Horse to Our Vet.

Claims Pre-Authorisation

We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.

- You must tell Us as soon as possible if anything happens which could lead to a claim.
- You must take proper care and keep in good Condition all property covered by Your Policy and take all reasonable precautions to prevent accidents, Injury, loss, theft or damage.
- Throughout the Period of Insurance You must take proper care of Your Horse and take all reasonable steps to maintain Your Horse's health. You must arrange and pay for Your Horse to have a yearly dental examination and any Veterinary Treatment normally recommended by a Vet to prevent Injury or Illness.

Vet Information, Other Insurance

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

Legal rights against others

- a. If there is any other insurance under which You are entitled to make a claim You must report the incident to that insurance company and tell Us their name and address and Your Policy and claim number with them. To the extent permitted by law, We will only pay Our share of the claim.
- b. If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our expense. You must give Us all the help You can and provide any documents We ask for.

Claims - Paid Direct to Vet

If We agree for a claim payment to be paid directly to Your Vet and You allow this, then if the Vet, who has treated Your Horse or is about to treat Your Horse, asks for information about Your insurance that relates to a claim, We will tell the Vet what the insurance covers, what We will not pay for, how the amount We pay is calculated and if the premiums are paid to date.

Claims - Over Treatment

If We consider the Veterinary Treatment or Alternative Treatment Your Horse receives may not be required, or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from Our Vet. If Our Vet does not agree that the Veterinary Treatment or Alternative Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by Our Vet from whom We have requested the second opinion.

Claims – Veterinary information

You agree that any Vet has Your permission to release any information We ask for about Your Horse. If the Vet makes a charge for this, You must pay the charge.

Claims -Settlement

When **We** settle **Your** claim, **We** reserve the right to deduct from the claim amount, any amount due to **Us**.

Cancelling Your Policy

You can cancel Your Policy by writing to Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date.

In the event that **You** cancel the **Policy** for whatever reason after having made a claim, or being entitled to make a claim, no premium refunds are payable, and the remaining premium for that **Period of Insurance** must be paid. **We** may deduct up to 15% of the refund as an administration charge.

Cancellation rights

- a. In addition to Your Cooling off rights detailed earlier,
 You may cancel the Policy at any time by notifying
 Us.
- 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.

Cancellation rights (cont.)

- 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, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur and any government taxes or duties We cannot recover.
- f. For the avoidance of doubt, if the Policy is cancelled or comes to an end for any reason all cover for Your Horse will stop on the date and time the cancellation becomes effective and no further claims will be paid.

Claims

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

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

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

- If, after We offer to renew Your Policy, You tell Us something that happened during an earlier Period of Cover which could lead to a claim, We may change the standard premium and Terms and Conditions of this insurance and add exclusions back dated to the date Your Policy renewed.
- When You claim You agree to provide Us with any information connected with the claim We may reasonably ask for, including details of Your Horse's history. If there is a charge for this, You must pay the charge.
- You must make sure anyone Riding Your Horse
 has the experience to ride it, and is able to ride it.
 They must also use Your Horse for the activities
 listed in the group or class of use You have chosen
 as set out on the Certificate of Insurance Horses
 Details.

Jurisdiction

- a. Australian law applies to this insurance contract.
- Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.

Your Residence

- a. Your Horse must live in Australia.
- b. If Your address, or the address of Your Horse, changes You must advise Us as soon as possible as this may affect the insurance cover provided.

Your Rights

Your Rights The **Policy** is subject to any rights and remedies **You** have under the Insurance Contracts Act 1984.

False information

False information If **You** have provided false information or make a false or exaggerated claim, or any claim involving **Your** dishonesty, this **Policy** will end and **We** will not make any further payments.

Fraudulent Claims

Fraudulent Claims If **You** submit a fraudulent claim, or solicit **Your Vet** to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and **We** may cancel the **Policy**. **We** may also be entitled to reclaim any payments already made to **You** in respect to such claims.

- You must, at all times, insure Your Horse for all the activities that it will be used, or trained to be used, for.
- You must at all times insure Your Horse for its current Market Value as is reasonably determined by You.
- You must arrange to for a Vet to examine and treat Your Horse as soon as possible after it shows Clinical Signs of an Injury or Illness. And if We decide, You must take Your Horse to a Vet We choose
- 4. If We consider any Veterinary Treatment or Alternative Treatment for Your Horse may not be required, or the Veterinary Fees charged may be excessive when compared with the Treatment that is normally recommended to treat the same Illness or Injury or fees charged are higher than normally charged by a general or referral practice, We reserve the right to request a second opinion from a Vet that We choose. If the Vet We choose does not agree with the Veterinary Fees or Alternative Treatment provided or the fees charged, We may decide to pay only the

- Veterinary Fees or the Treatment or Alternative Treatment that was necessary to treat the Injury or Illness, as advised by the Vet from whom We have requested the second opinion.
- 5. If a claim has not been has not been submitted within 12 months of Your Horse's death, euthanasia, being lost, strayed or stolen, or receiving Veterinary Treatment or Alternative Treatment, We may refuse to pay the claim, to the extent that We are prejudiced by the late notification of the claim.
- Any rights and remedies You have under the Insurance Contracts Act 1984 are not affected by Your Policy.

Cover

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

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

Section 1A – Death by Injury or Illness

What We will pay

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

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

What We will not pay

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

- · Your Horse's cover started; or,
- the date this section was added to Your insurance, no matter where the Injury Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
- 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.
- 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.
- Any amount if the death or euthanasia of Your Horse results from medication unless it is given by a Vet or under the direction of a Vet.
- Any amount if the death or euthanasia of Your Horse results from a vice or from Your Horse's behaviour.
- 13. Any amount for a mare's unborn foal, embryo or foetus.
- To the extent permitted by law, any amount if Your Horse is insured by Our Veteran Plan Policy.
- Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of Your Horse.
- 16. The cost of a post mortem examination.
- 17. Any amount if the death or euthanasia of Your Horse results from an Injury or an Illness while taking part in an activity not shown or covered on Your Certificate of Insurance Horse Details.
- 18. Any amount if the death of Your Horse results from an Illness if Your Horse is aged 17 years or over.

What You pay

The first \$200.

Death from Injury (Veteran Plan)

What We will pay

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

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

What We will not pay

- 1. More than the **Sum Insured** or \$3,000 whichever is the lesser.
- Any amount if the death or euthanasia of Your Horse happens more than 12 months after the date the Injury that caused the death or euthanasia.
- Any amount if Your Vet or Our Vet believes the Injury Your Horse is suffering from can be treated.
- Any amount if Your Vet or Our Vet believes it is humane to keep Your Horse alive.
- 5. To the extent permitted by law, any amount if the euthanasia of Your Horse is carried out before You tell Us about Your or Your Vet's decision for euthanasia, unless Your Vet believes there was not time for You to tell Us because Your Horse was in so much pain that it needed immediate euthanasia.
- 6. To the extent permitted by law, any amount if the death or euthanasia of Your Horse results from; an Injury that happened; or, an Injury which is the same as, or has that same diagnosis or Clinical Signs as an Injury that happened; or an Injury that is caused by, relates to or results from an Injury that happened, before:
 - · Your Horse's cover started; or,
 - the date this section was added to Your insurance, no matter where the Injury happened in or on Your Horse's body.

- Any amount if Your Horse's Condition does not meet the current Australian Veterinary Association (AVA) Guidelines for the destruction of horses under all risk mortality insurance Policy.
- Any amount if You, an Immediate Family member, anyone living with You, anyone working for You or anyone looking after Your Horse deliberately caused the death or euthanasia of Your Horse.
- Any amount if the death or euthanasia of Your Horse results from medication unless it is given by a Vet or under the direction of a Vet.
- Any amount if the death or euthanasia of Your Horse results from a vice or from Your Horse's behaviour.
- 11. Any amount for a mare's unborn foal, embryo or foetus.
- Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of Your Horse.
- 13. The cost of a post mortem examination.
- 14. Any amount if the death or euthanasia of Your Horse results from an Injury while taking part in an activity not shown or covered on Your Certificate of Insurance Horse Details.

What You pay

The first \$200.

Special conditions that apply to sections 1A and Veteran Plan

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

- · Death Certificate from Your Vet
- Evidence of Your legal ownership of the Horse (proof of purchase)
- If the horse was on Loan or Leased, a copy of the Loan/Lease agreement

Section 1B – Disposal

What We will pay

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

What We will not pay

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

Section 2 – Theft or Straying

What We will pay

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

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

What We will not pay

- More than the Sum Insured or the Market Value of Your Horse whichever is the lessor.
- Any amount if You do not have Section 1a Death from Injury or Illness or Veteran Plan – Death from Injury as shown as covered on the Certificate of Insurance Horse Details.
 - 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.
- Any amount if the theft or loss of **Your Horse** involves **Your** employee's dishonesty.
- Any reward paid to a member of Your Immediate Family, any person living with You or employed by You.
- Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of Your Horse.
- 9. We will not make any claims payment until We have received the following;
 - . Copy of Police Crime Report
 - Evidence of Your legal ownership of the Horse (proof of purchase)
 - \bullet If the horse was on Loan or Leased, a copy of the Loan/Lease agreement

Special conditions that apply to this section

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

Section 3 - Vet's Fees

What We will pay

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

happens or an Illness that first shows Clinical Signs during the Period of Insurance.

What You pay

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

Excess Table

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

What We will not pay

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

before:

- . Your Horse's cover started: or
- the date this section was added to Your insurance, no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
- The cost of any Veterinary Treatment or Alternative Treatment for;
 - an Illness first showing Clinical Signs; or,
 - an Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Illness which first showed Clinical Signs; or
 - an Illness that is caused by, relates to or results from an Illness or Clinical Signs which first showed Clinical Signs,

within:

- 21 days of Your Horse's cover starting; or
 - 21 days of the date this section was added to Your insurance; or, the dates of a temporary Covernote, no matter where the Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
- The cost of any Veterinary Treatment or Alternative Treatment a Vet normally recommends to prevent Injury or Illness.
- The cost of any Veterinary Treatment or Alternative Treatment You choose to have carried out that is not required to treat an Injury or Illness, including any complications that arise from this Treatment.
- The cost of any Veterinary Treatment or Alternative Treatment that results from a vice or from Your Horse's behaviour.
- The cost of vaccinations, castration, removing wolf teeth, any Veterinary Treatment or Alternative Treatment for pregnancy or foaling except the cost of treating any complications caused by these procedures.
- 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 Vet**eran 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.
- Any costs for transporting/travelling to or from a place of Treatment either for Your Horse or Your Vet.
- 18. The cost of any Veterinary Treatment or Alternative Treatment that results from an Injury or an Illness while taking part in an activity not shown as covered on Your Certificate of Insurance Horse Details.
- The cost of any Veterinary Treatment or Alternative Treatment that Your Vet and Our Vet do not agree if We have advised that this agreement is required.
- 20. If a claim has not been submitted within 12 months of Your Horse receiving Veterinary Treatment or Alternative Treatment, We may refuse to pay the claim, to the extent that We are prejudiced by the late notification of the claim.
- The cost of any Veterinary Treatment or Alternative Treatment for an Illness if Your Horse is aged 17 years or over. Vet's Fees (Veteran Plan Option B)

What We will pay

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

What You pay

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

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

What We will not pay

- 1. More than the Maximum Benefit.
- The cost of any Veterinary Treatment or Alternative Treatment Your Horse receives after 12 months from the date the Injury happened.
- The cost of any medicines or materials prescribed or supplied to be used after 12 months from the date the Injury happened.
- To the extent permitted by law, the cost of any Veterinary Treatment or Alternative Treatment for;
 - · an Injury that happened; or
 - an Injury which is the same as, or has the same diagnosis or Clinical Signs as, an Injury that happened; or
- an **Injury** that is caused by, relates to or results from an **Injury** that happened, before:
 - . Your Horse's cover started; or
 - the date this section was added to Your insurance.
 - no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
 - The cost of any Veterinary Treatment or Alternative Treatment a Vet normally recommends to prevent Injury.
- The cost of any Veterinary Treatment or Alternative Treatment You choose
 to have carried out that is not required to treat an Injury or Illness, including
 any complications that arise from this Treatment.
- The cost of any Veterinary Treatment or Alternative Treatment that results from a vice or from Your Horse's behaviour.

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

Special conditions that apply to all Vet's Fees sections

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

Section 4 - Saddlery and Tack

What We will pay

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

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

What You pay

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

What We will not pay

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

Special conditions that apply to this section

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

Section 5 – Loss of Irrecoverable Entry Fees

What We will pay

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

What We will not pay

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

Section 6 - Permanent Loss of Use

What We will pay

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

What You pay The first \$200

What We will not pay

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

Insurance Horse Details.

- Any amount if the permanent loss of use happens more than 12 months after the date the Injury happened or the Illness first showed Clinical Signs.
- Any amount for permanent loss of use if Your Vet and Our Vet do not agree that Your Horse will never be able to take part in any one of the activities set out on the Certificate of Insurance Horse Details.
- 4. To the extent permitted by law, any amount for permanent loss of use caused by;
 - · an Injury that happened or an Illness that first showed Clinical Signs; or
 - an Injury or Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Injury that happened or an Illness which first showed Clinical Signs; or
 - an Injury or Illness that is caused by, relates to or results from an Injury that happened or an Illness or Clinical Signs which first showed Clinical Signs

before;

- . Your Horse's cover started; or
- the date this section was added to Your insurance,
- no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
- Any amount for permanent loss of use caused by;
 - an Illness first showing Clinical Signs; or
 - an Illness which is the same as, or has the same diagnosis or Clinical Signs as, an Illness which first showed Clinical Signs; or
 - an Illness that is caused by, relates to or results from an Injury, Illness or Clinical Signs which first showed Clinical Signs,

within;

- · 21 days of Your Horse's cover starting; or
- · 21 days of the date this section was added to Your insurance; or
- the dates of a temporary Covernote,
- no matter where the Injury, Illness or Clinical Signs were noticed or happened in or on Your Horse's body.
 Any amount for permanent loss of use if the Injury or Illness results from an
- activity not shown as covered on **Your Certificate of Insurance** Horse Details.

 7. Any amount for permanent loss of use resulting from or connected with any
- Any amount for permanent loss of use resulting from or connected with any activity Your Horse has never taken part in or been trained to do.
- Any amount for permanent loss of use if Your Horse cannot breed if this is caused by something that is not an Illness or Injury.
- Any amount for permanent loss of use if Your Horse is under 2 years of age or 17 years old or over at the beginning of the Period of Insurance as set out on Your Certificate of Insurance Horse Details.
- Any amount if the permanent loss of use for Your Horse results from a vice or it's behaviour.
- 11. Any amount for permanent loss of use if Your Horse is not allowed to take part in any show because of the show regulations about horses that have had a hobday operation or any other operation for a respiratory system disorder.
- Any amount for permanent loss of use unless the Illness or Injury prevents Your Horse from physically taking part in an activity.
- 13. Any amount for permanent loss of use that results from a blemish or a scar.
- 14. If a claim has not been submitted within 12 months of Your Horse receiving Treatment, We may reduce the amount of a benefit, or may refuse to pay the claim to the extent that We are prejudiced by the late notification of the claim.

Special Conditions that apply to this section

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

Section 7 – Horse Floats, Trailers and Horse Drawn Vehicles

What We will pay

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

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

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

What You pay

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

What We will not pay

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

Special conditions that apply to this section

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

General Exclusions

This Policy does not cover the following:

- 1. Any Horse less than 30 days old and over 30 years of age.
- Any amount if the incident or Accident causing an Injury takes place as a result of any business, profession, occupation or while You are working for someone.
- Any amount if the Injury, Illness or incident is shown as excluded in Your Policy including Your Certificate of Insurance.
- Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation.
- Any loss 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.
- Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
- Any legal expenses resulting from criminal proceedings because of a deliberate act by You.
- The cost of treating any Injury or Illness caused by a malicious act, deliberate Injury or gross negligence caused by You or a member of Your Immediate Family or anyone living with You.
- Your failure to take all reasonable precautions to protect Your Horse from aggravating or pro-longing an Injury or Illness.
- Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of Your Horse.
- Any amount which results from You acting or behaving unlawfully, and any fines or penalties.

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

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

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

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

How to Claim

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

Please write to: **Petplan** Customer Centre, 1-3 Smolic Crt, Tullamarine, Vic, 3043. Alternatively, **You** may phone Customer Services on 1300 791 311.

Changes to this Notice

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

Contacting Us

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

Petplan Pet Insurance,

Customer Service Centre,

1-3 Smolic Crt.

Tullamarine Vic 3043

Phone 1300 738 225

For information about the insurer and the MS Amlin Group of companies please visit www.msamlin.com.

Sanctions

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

Choice of Law and Jurisdiction

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

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

Service of Suit

The Insurer agrees that in the event of a dispute arising under this **Policy**, the Insurer shall, at **Your** request, submit to the jurisdiction of any competent court

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

Sparke Helmore Lawyers Level 29, MLC Centre 19 Martin Place Sydney NSW 2000

Language

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

How to contact us

BY TELEPHONE 1300 738 225

BY EMAIL info@petplan.com.au

IN WRITING Petplan Customer Care

1-3 Smolic Court Tullamarine Victoria 3043

WEBSITE www.petplan.com.au

Administrator

Petplan Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663 is the sole Administrator of the policy.

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Head Office

1-3 Smolic Crt, Tullamarine Vic, 3043 Ph: 1300 738 225 info@petplan.com.au http://www.petplan.com.au

The Insurer

MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA.

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