

Everything you need to know

Your Horse & Pony Insurance Policy Booklet



Please read this booklet in conjunction with Your Certificate of Insurance to understand the cover provided for Your Horse

Product Disclosure Statement
(including Policy Wording)

Dear policyholder,

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

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

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

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

The Petplan Team

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Product Disclosure Statement (including Policy Wording) (PDS)

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

About this Insurance

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

- decide whether this insurance will meet **Your** needs; and
- compare it with other products **You** may be considering.

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

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

Who is the Insurer?

The **Insurer** of this policy is HDI Global Specialty SE – New Zealand, which is licensed to carry on insurance business in **New Zealand** in accordance with the Insurance (Prudential Supervision) Act 2010. It is registered as a financial service provider on the Financial Service Providers Register (FSP 774050).

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

Insurance Rating Information

Standard and Poor's has assigned to HDI Global Specialty SE the financial strength of 'A+'(Stable) as of: 28 October 2020.

The Standard & Poor's rating scale is:

| | |
|-----|-------------------|
| AAA | Extremely Strong |
| AA | Very Strong |
| A | Strong |
| BBB | Good |
| BB | Marginal |
| B | Weak |
| CCC | Very Weak |
| CC | Extremely Weak |
| R | Regulatory Action |

The rating 'AA' to 'CCC' may be modified by the addition of a plus or minus sign to show relative standing with the major rating categories.

Who is Petplan Australasia Pty Ltd?

Petplan Australasia Pty Ltd NZBN 9429032893700 (**Petplan**)

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

Petplan is registered on the Financial Service Providers Register (FSP25301).

If **You** have any questions about **Our** services or anything in this PDS, please contact **Petplan** at:

Petplan Australasia Pty Ltd
Customer Care PO Box 112250
Penrose Auckland 1642
info@petplan.co.nz
Ph: 0800 255 426.

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

Our contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between The **Insurer** and **You**. The **Policy** consists of:

- this document which sets out the standard terms of **Your** cover and its limitations;
- the relevant **Certificate of Insurance** issued by Us. The **Certificate of Insurance** is a separate document, which shows the insurance details relevant to **You**. It may include additional terms, conditions and **Exclusions** relevant to **You** that amend the standard terms of this document. Only those sections shown as covered in **Your Certificate of Insurance** are included under the **Policy** coverage. If the **Policy** is varied during the **Period of Insurance We** will send **You** an updated **Certificate of Insurance** taking into account the variations; and
- any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an endorsement or Supplementary PDS) specified before entry into the contract or where required or permitted by law. These written changes may vary or modify the above documents.

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

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

What is covered?

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

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

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

Privacy Policy

In this Privacy Policy, '**We**', '**Our**', '**Us**' means **Petplan Australasia Pty Ltd** and **HDI Global Specialty SE – New Zealand**.

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

More information about how **We** collect, use, hold and disclose **Your** personal information can be found at:

- the **Petplan** website: www.petplan.co.nz/privacy-and-legal ; or
- **HDI Global Specialty SE** website: www.hdi-specialty.com/int/en/legals/privacy.

Alternatively, a copy can be sent to **You** on request by contacting **Petplan** or **HDI Global Specialty SE - New Zealand**.

About Us

Petplan Australasia Pty Ltd is a specialist pet insurance provider. Its address is:

101d Station Road
Penrose
Auckland 1061

HDI Global Specialty SE is an insurer registered and authorised in Germany. Its address is:

Podbielskistrasse 396 30659, Hannover
Germany.

Why We Collect Your Personal Information

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

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

Petplan may collect personal information about its clients and their insurance placements and store this information on databases that 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.

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

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

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

How We Collect Your Personal Information

Your personal information may be collected by telephone, email, in writing, or through **Our** websites (from data **You** input directly or through cookies and other web analytic tools). If **You** contact **Us** via an electronic method, **We** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

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

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

International Transfers

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

Who We share Your information with?

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

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

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

We will not disclose **Your** personal information to anyone outside this list except:

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

Storage and Security of Personal Information

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

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

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

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

Your access and correction rights

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

Petplan Australasia Pty Ltd
Customer Care PO Box 112250
Penrose Auckland 1642
info@petplan.co.nz

or

HDI Global Specialty SE – New Zealand: PrivacyNZBranch@hdi-specialty.com

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

Consent Acknowledgment

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

Service issues and complaints

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

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

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

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

Making a Complaint

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

1. Immediate Response & Resolution

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

2. Internal Dispute Resolution

If **We** are unable to resolve **Your** concern, immediately or within 2 days, **We** will escalate **Your** concerns as a complaint to **Petplan's** Internal Dispute Resolution Team. The Internal Dispute Resolution Team does not include anyone involved in the original underwriting decision to insure **Your Policy**. **Your** complaint will be

handled by a person with appropriate authority, knowledge and experience. **You** will be provided with the contact details of the person assigned **Your** complaint. **We** will make a decision about **Your** complaint within 8 weeks, however **We** will aim to resolve **Your** complaint within 10 business days. If **We** are not able to resolve **Your** complaint within 10 business days, **We** will escalate the matter to HDI Global Specialty SE – New Zealand.

You may contact the Internal Dispute Resolution team directly on: 0800 255 426 or via email idr@petplan.co.nz or post **Petplan** New Zealand, 101D Station Road, Penrose Auckland 1061, New Zealand

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

3. External Dispute Resolution

If **Our** internal complaints processes does not lead to a satisfactory resolution to **Your** complaint, or if **We** have been unable to resolve **Your** complaint within 8 weeks of receiving **Your** original complaint, **You** may contact **Our** external independent dispute resolution scheme. This service is free and may help investigate or resolve the complaint.

We are a member of the Insurance & Financial Services Ombudsman (IFSO) approved dispute resolution scheme. **You** can contact the IFSO at:

PO Box 10-845

Wellington 6143 New Zealand

Phone: 0800 888 202 or +64 4 499 7612

Fax: +64 4 499 7614

info@ifso.nz www.ifso.nz

There is no cost to **You** to use the services of IFSO

Telephone Call Recording

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

Terms and Conditions

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

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

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

Your Duty of Disclosure and the consequences of nondisclosure, are set out under the heading '**Your** Duty of Disclosure', on page 13.

Some words have special meanings

Certain words used in the **Policy** have special meanings. The Definitions section of this document on pages 18-20 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the **Policy** when used or in the other documents making up the **Policy**.

Headings are provided for reference only and do not form part of the **Policy** for interpretation purposes.

Your obligation to comply with the Policy terms and conditions

You are required to comply with the terms and conditions of the **Policy**. Please remember that if **You** do not comply with any term or condition, **We** may decline or reduce any claim payment and/or cancel the **Policy** to the extent **We** are prejudiced by **Your** non-compliance.

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

Your Duty of Disclosure

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

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

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

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

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

Who does the duty apply to?

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

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

If the duty of disclosure is not complied with **We** may, to the extent permitted by law, cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim to the extent **We** are prejudiced by **Your** non-disclosure. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

Who needs to tell us

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

What type of insurance is this?

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

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

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

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

How long does my Policy run for?

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

Your Horse Insurance Policy Summary

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

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

Applying for cover – Eligibility

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

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

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

Equine Policy Summary

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

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

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 Equine Plan.

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

Veterinary Fee Cover

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

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

Details of Veterinary Fee Cover

HiXS Plan

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

HNXS Plan

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

Policy Limits and Exclusions

Exclusions

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

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

24. For any amount resulting from a disease transmitted from animals to humans.
25. For any amount after the last day of the of the **Period of Insurance**, unless of further period of insurance has been entered into by **You** and Us, in which case the costs may be paid under the new policy entered into Us.
26. Any amount resulting from an **Illness** that **Your Horse** contracted while outside Australia, or **New Zealand**.
27. Any amount which results from **You** acting or behaving unlawfully, including any fines or penalties.
28. Any other financial loss, legal compensation, costs or expenses as a result of the death or humane destruction of **Your Horse**.
29. Any amount if **Your Horse** is confiscated or destroyed under the order of any government, public or local authority or any other authority.
30. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
31. Any loss caused by or results from an act of force, or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
32. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil disobedience, strikes, and people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisations.
33. Any amount if **You** break the **New Zealand** laws or regulations including those relating to animal health and importation.
34. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on **Your Horse**.
35. Legal expenses, fines and penalties connected with or resulting from a breach of the criminal law by **You** or an Act of Parliament.
36. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
37. Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**.
38. **Your** legal liability for payment of compensation in respect of:
 - Death, bodily **Injury** or **Illness**, and/or
 - Physical loss or damage to property.

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

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

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

Excess

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

Costs

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

You will also have to pay any compulsory government charges (e.g.GST) plus any

additional charges of which **We** tell **You**. These amounts will be set out separately on **Your Certificate of Insurance** (or tax invoice) as part of the total premium payable.

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

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

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

Payments by Instalments

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

Goods and Services Tax (GST)

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

You must advise **Us** of **Your** correct input tax credit entitlement where **You** are registered for GST with the Inland Revenue Department. **You** are liable to **Us** for any GST liability **We** incur arising from **Your** incorrect advice.

Your cooling-off period and Cancellation rights

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

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention by phone by calling 0800 255 426 or by advising **Us** in writing. Send written confirmation to: **Petplan Australasia Pty Ltd**, PO Box 112250, Penrose Auckland 1642 or email to info@petplan.co.nz

We may deduct from **Your** refund amount any government taxes or duties **We** cannot recover.

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, government taxes or duties **We** cannot recover (refer to 'General **Conditions**'. Cancellation on pages 21 - 22 for full details).

How do I make a claim?

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

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

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

We will not guarantee on the phone if **We** will pay a claim. **You** must send **Us** a claim form that has been fully completed, fully itemised invoices and the reasonably required veterinary history any other information which **We** may reasonably request. **We** will assess **Your** claim. **We** will communicate the outcome with **You**.

Updating this PDS

We may need to update this Product Disclosure Statement from time to time if certain changes occur where required and permitted by law. **We** will issue **You** with a new Product Disclosure Statement or a Supplementary Product Disclosure Statement or other compliant documents to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes (**You** can get a paper copy free of charge by contacting **Us** using **Our** details on the back cover of this Product Disclosure Statement). Other documents may form part of **Our** Product Disclosure Statement and the **Policy** (for example; Certificates of Insurance, Supplementary PDSs and/or endorsements) . If they do **We** will tell **You** in the relevant document. **We** may also issue other documents forming part of **Our** PDS and the **Policy** where required or permitted by law.

Further information and confirmation of transactions

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

Your Horse Insurance Policy – Details

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

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

Policy Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Home means the place in **New Zealand** where **You** usually live.

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

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

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

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

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

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

Market Value means the price generally paid for;

1. a Horse of the same age, breed, bloodline, and sex as **Your Horse** at the time of the claim, and assuming the same ability **Your Horse** or Pony had just before the **Injury** happened or the **Illness** first showed **Clinical Signs**.
2. a **Horse Float/Trailer, Horse Drawn Vehicle** of the same age, type and **Condition** as **Your Horse Float/Trailer** or **Horse Drawn Vehicle**, just before the loss, theft or damage occurred.
3. **Saddlery and Tack** of the same brand, make, age, type and condition, as the **Saddlery and Tack** that has been stolen or destroyed.

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

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

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

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

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

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

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

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

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

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

Occurring or existing:

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

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

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

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

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

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

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

Treatment means **Veterinary Treatment** or **Alternative Treatment**.

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions

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|---|--|
| Conditions of the Policy | <p>You must comply with the General Conditions and Special Conditions to have the full protection of the Policy. If You do not, and the Condition You have not complied with relates to a claim, We may refuse or reduce the amount We pay under the claim.</p> |
| Caring for Your Horse | <p>Throughout the Period of Insurance You must take all reasonable steps to maintain Your Horse's health and to prevent Injury, Illness and loss.</p> <ol style="list-style-type: none">You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national welfare body or an independent Vet mutually agreed upon.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.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 | <p>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.</p> <ol style="list-style-type: none">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 | <p>When You make a claim You agree to give Us any information We may reasonably ask for.</p> |
| Legal rights against others | <ol style="list-style-type: none">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.If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our expense. You must provide all reasonable assistance You can and provide any documents We ask for. |

| | |
|---|---|
| <p>Claims – Paid Direct to Vet</p> | <p>If We receive a request to pay the claim settlement direct to a Veterinary Practice, We reserve the right to decline this request. If We agree for a claim payment to be paid directly to Your Vet and You allow this, then if the Vet, who has treated Your Horse or is about to treat Your Horse, asks for information about Your insurance that relates to a claim, We will tell the Vet what the insurance covers, what We will not pay for, how the amount We pay is calculated and if the premiums are paid to date.</p> |
| <p>Claims – Over Treatment</p> | <p>If We consider the Veterinary Treatment or Alternative or Complementary Treatment Your Pet receives may not be required or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from an independent Vet. If the independent Vet does not agree that the Veterinary Treatment or Alternative or Complementary Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by the independent Vet from whom We have requested the second opinion.</p> |
| <p>Claims – Veterinary information</p> | <p>You agree that any Vet has Your permission to release any information We reasonably ask for about Your Horse. If the Vet makes a charge for this, You must pay the charge.</p> |
| <p>Claims – Settlement</p> | <p>When We settle Your claim, We reserve the right to deduct from the claim amount, any amount due to Us.</p> |
| <p>Cancelling Your Policy</p> | <p>You can cancel Your Policy by contacting Us on 0800 255 426, writing to Us via post or email to info@petplan.co.nz. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date, unless you have made a claim.</p> <p>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.</p> |
| <p>Cancellation rights</p> | <ol style="list-style-type: none"> a. In addition to Your Cooling off rights detailed earlier, You may cancel the Policy at any time by notifying Us. b. Cancellation by You will be effective from 16:00 (4:00pm) NZST on the day We receive Your notice of cancellation. |

Cancellation rights (cont.)

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

Claims

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

| | |
|-----------------------------------|--|
| <p>Paying Your premium</p> | <p>Your Horse is only covered under this Policy if You pay the premium.</p> <ol style="list-style-type: none"> If You pay by monthly instalments and if You do not pay an instalment on time, then if the outstanding instalment remains unpaid for at least 14 days We can refuse to pay a claim arising after the payment was due or if the instalment remains unpaid for at least one (1) month We can cancel the Policy. We also reserve the right to have You pay the rest of the yearly premium immediately. 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. 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. When We settle Your claim, We will deduct from the claim, any amount due to Us. |
| | <ol style="list-style-type: none"> 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. |
| <p>Jurisdiction</p> | <ol style="list-style-type: none"> New Zealand 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. |
| <p>Your Residence</p> | <ol style="list-style-type: none"> Your Horse must live in New Zealand. 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. |
| <p>Your Rights</p> | <p>The Policy is subject to any rights and remedies You have under New Zealand Legislation.</p> |
| <p>False information</p> | <p>If You have intentionally provided false information or make a false or exaggerated claim, or any claim involving Your dishonesty, We may cancel or Void this Policy and We may decline further claims and their associated payments under the Policy.</p> |

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.

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

Veterinary Fees or the **Treatment** or **Alternative Treatment** that was necessary to treat the **Injury** or **Illness**, as advised by the **Vet** from whom **We** have requested the second opinion.

5. If a claim has not been submitted within **12 months** of **Your Horse's** death, euthanasia, being lost, strayed or stolen, or receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim or may reduce the total amount claimable, to the extent that **We** are prejudiced by the late notification of the claim.
6. Any rights and remedies **You** have under the Contract and Commercial Law Act 2017. are not affected by **Your Policy**.

Cover

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

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

Section 1A – Death by Injury or Illness

We will pay:

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

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

You must pay:

The first \$250 of each claim.

We will not pay:

1. More than the **Sum Insured** or the **Market Value**, whichever is the lesser.
2. Any amount if the death or euthanasia of **Your Horse** happens more than **12 months** after the date the **Injury** happened or the first **Clinical Signs** of the **Illness** were noticed that led to the death or euthanasia.
3. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** was caused by an **Injury** that happened or an **Illness** that first showed **Clinical Signs** before the **Period of Insurance** started.
4. Any amount for euthanasia if **Your Vet** or **Our Vet** believe the **Illness** or **Injury** **Your Horse** was suffering from could have been treated or if **Your Vet** or **Our Vet** believes it was humane to keep **Your Horse** alive.
5. Any amount if **Your Vet** or **Our Vet** believes it is humane to keep **Your Horse** alive.
6. To the extent permitted by law, any amount if the euthanasia of **Your Horse** is carried out before **You** tell **Us** about **Your** or **Your Vet's** decision for euthanasia, unless **Your Vet** believes there was not time for **You** to tell **Us** because **Your Horse** was in so much pain that it needed immediate euthanasia.
7. To the extent permitted by law, any amount if the death or euthanasia of **Your Horse** results from;
 - an **Injury** that happened or **Illness** that first showed **Clinical Signs**; or,
 - an **Injury** or **Illness** which is the same as, or has that same diagnosis or **Clinical Signs** as, an **Injury** that happened or an **Illness** which first showed **Clinical Signs**; or
 - an **Injury** or **Illness** that is caused by, relates to or results from an **Injury** that happened or an **Illness** or **Clinical Signs** which first showed **Clinical Signs**, before:
 - **Your Horse's** cover started; or,
 - the date this section was added to **Your** insurance, no matter where the **Injury** **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
8. Any amount if the death or euthanasia of **Your Horse** results from;
 - an **Illness** first showing **Clinical Signs**; or
 - an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Illness** which first showed **Clinical Signs**; or
 - an **Illness** that is caused by, relates to or results from an **Injury**, **Illness** or **Clinical Signs** which first showed **Clinical Signs**, within:
 - 21 days of **Your Horse's** cover starting; or,
 - 21 days of the date this section was added to **Your** insurance; or
 - the dates of a temporary **Covernote**, no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened on **Your Horse's** body.

9. Any amount if **Your Horse's Condition** does not meet the current **New Zealand Veterinary Association (NZVA) Guidelines** for the destruction of horses under all risk mortality insurance **Policy**.
10. Any amount if **You**, an **Immediate Family** member, anyone living with **You**, anyone working for **You** or anyone looking after **Your Horse** deliberately caused the death or euthanasia of **Your Horse**.
11. Any amount if the death or euthanasia of **Your Horse** results from medication unless it is given by a **Vet** or under the direction of a **Vet**.
12. Any amount if the death or euthanasia of **Your Horse** results from a vice or from **Your Horse's** behaviour.
13. Any amount for a mare's unborn foal, embryo or foetus.
14. To the extent permitted by law, any amount if **Your Horse** is insured by **Our Veteran Plan Policy**.
15. Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your Horse**.
16. The cost of a post mortem examination.
17. Any amount if the death or euthanasia of **Your Horse** results from an **Injury** or an **Illness** while taking part in an activity not shown or covered on **Your Certificate of Insurance Horse Details**.
18. Any amount if the death of **Your Horse** results from an **Illness** if **Your Horse** is aged 17 years or over.

Death from Injury (Veteran Plan)

We will pay:

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

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

You must pay:

The first \$250 of each claim.

We will not pay:

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

14. Any amount if the death or euthanasia of **Your Horse** results from an **Injury** while taking part in an activity not shown or covered on **Your Certificate of Insurance** Horse Details.

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

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

We will pay:

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

We will not pay:

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

Section 2 – Theft or Straying

We will pay:

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

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

We will not pay:

1. More than the **Sum Insured** or the **Market Value** of **Your Horse** whichever is the lessor.
2. Any amount if **You** do not have Section 1a – Death from **Injury** or **Illness** or **Veteran Plan** – Death from **Injury** as shown as covered on the **Certificate of Insurance** Horse Details.
3. More than \$600 for the cost of advertising and the reward **You** have paid.
4. Any amount if **You** or the person looking after **Your Horse** has freely parted with it, even if tricked into doing so, unless the person was looking after or transporting **Your Horse** in return for money, goods or services.
5. Any amount for the death of an unborn foal, embryo or foetus.
6. Any amount if the theft or loss of **Your Horse** involves **Your** employee's dishonesty.
7. Any reward paid to a member of **Your Immediate Family**, any person living with **You** or employed by **You**.
8. Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of **Your Horse**.
9. **We** will not make any claims payment until **We** have received the following;
 - Copy of Police Crime Report
 - Evidence of **Your** legal ownership of the Horse (proof of purchase)
 - If the horse was on **Loan** or **Leased**, a copy of the **Loan/Lease** agreement

Special conditions that apply to this section:

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

Section 3 – Vet's Fees

We will pay:

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

You must pay:

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

Excess Table

| Section | Maximum Benefit each year | Excess |
|---|---------------------------|--------|
| HNXS Vet's Fees Section 3 (normal) | \$10,000 | \$250 |
| HiXS Plan High Excess Vet's Fees | \$7,000 | \$1000 |
| Vet's Fees Veteran Plan Option B | \$2,000 | \$250 |

We will not pay:

- More than the **Maximum Benefit**.
- Any amount for **Veterinary Fees** if **Your Horse** is 17 years old or over.
- 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**.
- The cost of any **Veterinary Treatment** or **Alternative Treatment** if **Your Horse** is covered by **Our Veteran Plan Policy** Option A.
- The cost of any **Veterinary Treatment** or **Alternative Treatment** for any **Injury** or **Illness** deliberately caused by **You** or a member of **Your Immediate Family**, or anyone living with **You** or employed by **You**.
- The cost of euthanasia, cremation, burial or disposal of **Your Horse**.
- The cost of a post mortem examination.
- 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.
17. 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.
 18. Any costs for transporting/travelling to or from a place of **Treatment** either for **Your Horse** or **Your Vet**.
 19. 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.
 20. 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.
 21. If a claim has not been submitted within **12 months** of **Your Horse** receiving **Veterinary Treatment** or **Alternative Treatment**, **We** may refuse to pay the claim, or reduce the claimable amount, to the extent that **We** are prejudiced by the late notification of the claim.
 22. The cost of any **Veterinary Treatment** or **Alternative Treatment** for an **Illness** if **Your Horse** is aged 17 years or over. **Vet's Fees (Veteran Plan Option B)**

We will pay:

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

You must pay:

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

| Section | Maximum Benefit each year | Excess |
|---|---------------------------|--------|
| Vet's Fees Veteran Plan Option B | \$2,000 | \$250 |

We will not pay:

1. More than the **Maximum Benefit**.
2. The cost of any **Veterinary Treatment** or **Alternative Treatment** **Your Horse** receives after **12 months** from the date the **Injury** happened.
3. The cost of any medicines or materials prescribed or supplied to be used after **12 months** from the date the **Injury** happened.
4. To the extent permitted by law, the cost of any **Veterinary Treatment** or **Alternative Treatment** for;
 - an **Injury** that happened; or
 - an **Injury** which is the same as, or has the same diagnosis or **Clinical Signs** as, an **Injury** that happened; or
 - an **Injury** that is caused by, relates to or results from an **Injury** that happened, before:
 - **Your Horse's** cover started; or
 - the date this section was added to **Your** insurance.
 - no matter where the **Injury**, **Illness** or **Clinical Signs** were noticed or happened in or on **Your Horse's** body.
5. The cost of any **Veterinary Treatment** or **Alternative Treatment** a **Vet** normally recommends to prevent **Injury**.
6. The cost of any **Veterinary Treatment** or **Alternative Treatment** **You** choose to have carried out that is not required to treat an **Injury** or **Illness**, including any complications that arise from this **Treatment**.
7. The cost of any **Veterinary Treatment** or **Alternative Treatment** that results from a vice or from **Your Horse's** behaviour.
8. The cost of vaccinations, castration, removing wolf teeth, any **Veterinary Treatment** or **Alternative Treatment** for pregnancy or foaling except the cost of treating any complications caused by these procedures.
9. The cost of any **Veterinary Treatment** or **Alternative Treatment** for any **Injury** or **Illness** deliberately caused by **You** or a member of **Your Immediate Family**, or anyone living with **You** or employed by **You**.

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

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

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

Section 4 – Saddlery and Tack

We will pay:

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

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

You must pay:

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

We will not pay:

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

Special conditions that apply to this section:

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

Section 5 – Loss of Irrecoverable Entry Fees

We will pay:

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

We will not pay:

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

Section 6 – Permanent Loss of Use- Physical

We will pay:

If an **Injury** happens or an **Illness** first shows **Clinical Signs**, during the **Period of Insurance**, which results in **Your Horse** never being able to under take part in any one of the activities as set out on the **Certificate of Insurance** Horse Details.

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

You must pay:

The first \$250 of each claim.

We will not pay:

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

Special Conditions that apply to this section:

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

Section 7 – Horse Floats, Trailers and Horse Drawn Vehicles

We will pay:

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

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

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

You must pay:

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

We will not pay:

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

Special conditions that apply to this section:

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

Claiming

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

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

Notifying Us of a potential claim

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

Requesting a claim form

Most claim forms can be downloaded from **Our** website www.petplan.co.nz/claims.

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

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

When to claim under Veterinary Fees and Complementary Treatment

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

Fraud

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

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

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

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

How to claim

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

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

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

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

Changes to this Notice

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

Contacting Us

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

Petplan Customer Centre PO Box 112250

Penrose Auckland 1642

Ph: 0800 255 426

For information about the **Insurer**, HDI Global Specialty SE- New Zealand please visit www.hdi-specialty.com

Sanctions

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

Choice of Law and Jurisdiction

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

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

Service of Suit

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

TMF Group (on the behalf of HDI Global Specialty SE – New Zealand), Level 11, 41 Shortland Street, Auckland, 1010, NZ

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 0800 255 426

BY EMAIL info@petplan.co.nz

IN WRITING **Petplan Australasia Pty Ltd**
Customer Care
PO Box 112250
Penrose
Auckland 1642

WEBSITE www.petplan.co.nz

NATIONAL RELAY SERVICE <http://nzrelay.co.nz>

Administrator

Petplan Australasia Pty Ltd 2097390 is the sole Administrator of the policy acting on behalf of the Insurer.

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

Head Office

101D Station Road, Penrose Auckland 1061 Ph: 0800 255 426 info@petplan.co.nz
www.petplan.co.nz

The Insurer

The Insurer of this policy is HDI Global Specialty SE – New Zealand, who is licensed to carry out insurance business in New Zealand in accordance with the Insurance (Prudential Supervision) Act 2010 and is registered as a financial service provider on the Financial Service Providers Register (FSP 774050).

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

