

Petcover<sup>®</sup>

# Everything you need to know

Equine Third Party Liability  
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 Petcover, We would be delighted to have You and Your Horse as part of the Family.**

**We hope Your Horse is in the best of health, but rest assured, if You need Us we'll be there to help 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 Petcover 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 Petcover New Zealand Ltd?

**Petcover** New Zealand Ltd NZBN 9429046576941 (**Petcover**)

**Petcover** 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 **Petcover** acts as agent for the Insurer and not as **Your** agent.

**Petcover** is registered on the Financial Service Providers Register (FSP614229). If **You** have any questions about **Our** services or anything in this PDS, please contact **Petcover** at:

Petcover New Zealand Limited  
Customer Care PO Box 112250  
Penrose Auckland 1642  
info.nz@petcovergroup.com  
Ph: 0800 255 426.

**Petcover** 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 in **Your Certificate of Insurance**.

## Privacy Policy

In this Privacy **Policy**, '**We**', '**Our**', '**Us**' means **Petcover** New Zealand 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 **Petcover** website: [petcovergroup.com/nz/privacy-policy](http://petcovergroup.com/nz/privacy-policy) ; or
- HDI Global Specialty SE website: [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy).

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

## About Us

**Petcover** New Zealand 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.

**Petcover** may collect personal information about its clients and their insurance placements and store this information on databases that may be accessed by other **Petcover** affiliates for other purposes, including providing consulting and other services to **Insurers** for which **Our** Group of Companies may earn compensation.

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:

**Petcover** New Zealand Ltd

Customer Care PO Box 112250

Penrose Auckland 1642

info.nz@petcovergroup.com

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 **Petcover'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 [support.nz@petcovergroup.com](mailto:support.nz@petcovergroup.com) or If posting to us use: Petcover New Zealand P. O. Box 112 250, Penrose, Auckland 1642.

**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](mailto: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](mailto:info@ifso.nz) [www.ifso.nz](http://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', below.

## Words with special meanings in this document

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

## 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**.

## Policy summary

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

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

## What is covered under the Policy

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

Subject to the **Policy** terms and conditions, **We** will pay:

- compensation and claimants' costs and expenses, and
- legal costs and expenses for defending a claim against **You** or other people for whom **You** are responsible under the **Policy**.

Cover is provided on the basis:

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

## Policy Limits

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

# Our contract with You and Your obligations to Us

## Our contract with You

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

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

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

## Your obligation to comply with the Policy

**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 permitted by law.

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**.

## If You do not tell Us something

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

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

## Fraud

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

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

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

## Cooling-off and cancelling this Policy

### Policy duration – how long does the Policy run

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

### Your cooling-off period

This **Policy** allows **You** a cooling-off period. If for any reason **You** are not entirely satisfied with **Your Policy**, **You** can cancel it within the 21-day cooling-off period commencing on the earlier of either the date on which **Your Certificate of**

**Insurance** was issued or the end of the 5th business day on which the **Policy** was issued to **You**.

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

## Cancellation by You

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

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

## Cancellation by Us

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

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

# Paying Premium and renewing the Policy

## How is Your premium composed

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

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

## Payments by instalments

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

## Application of GST

All monetary limits in **Your Policy** are inclusive of GST:

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

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

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

## Renewal

We will write to **You** at least fourteen (14) days before **Your Policy** expires telling **You** if **We** will offer **You** a renewal and if so, the full details of **Your** next year's premium and the new **Policy** terms and conditions. If **You** do not want to renew this **Policy**, all **You** need to do is call **Us** on 0800 255 426 to let **Us** know, or write to **Us** at the address of the **Administrator**.

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

## Your Policy

### Definitions

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

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

**Administrator** means Petcover Australasia Pty Ltd who have the exclusive right to sell products under the name **Petcover Equine®** and Petcover. **Petcover Equine®** is a Registered Trade Mark, and products sold under this Trade Mark in **New Zealand** are sold exclusively by Petcover New Zealand Ltd under Licence from Pet Plan Limited.

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

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

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

**Insurer** means HDI Global Specialty SE -New Zealand (FSP 774050) (HDI Global Specialty) with its registered address at Level 11, 41 Shortland Street, Auckland, 1010, New Zealand the **Insurer** of **Your Policy**.

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

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

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

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

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

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

**We, Us, Our** means **Petcover** acting on behalf of HDI Global Specialty SE - New Zealand, the **Insurer** of the **Policy**.

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

## Your cover

### We will pay:

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

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

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

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

### Specific conditions

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

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

to the one highest **Limit of Liability**.

7. If a business entity or a professional person is being paid to look after or care for **Your Named Horse** in any way, it is **Your** responsibility to:
  - a. make sure the business entity or the professional person has the appropriate Third Party Liability insurance cover, and
  - b. tell a senior person employed by the business entity or the professional person if **Your Named Horse** has any behavioural problems or requires any special handling so they are able to handle **Your Named Horse** in an appropriate manner.

## General conditions

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

### Other insurance

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

This **Policy** also does not cover any loss or damage or liability which is recoverable under the Accident Compensation Act 2001 or any Act in substitution.

### Sanctions

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

### Law and jurisdiction

**You** and **We** are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by the laws of **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, New Zealand

### Language

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

## Specific exclusions

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

1. Any amount which exceeds the **Limit of Liability**.
2. Any amount in relation to **Your** tangible property or the tangible property of **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.
3. Any amount in relation to tangible property in the care, custody or control of **You**, **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.
4. Any amount in relation to bodily injury sustained by **You**, **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.
5. Any claim involving the business, trade or profession (including place of

habitation and place of work if **Your Named Horse** has access to **Your** work area or the work area of **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.

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

## General exclusions

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

1. Any horse less than 30 days old or over 30 years of age.
2. Any loss or damage or liability which is recoverable under the Accident Compensation Act 2001 or any Act in substitution.
3. Any amount if the **Accident** takes place as a result of any business, profession, occupation or while working for someone.
4. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
5. Any amount caused by an act of terrorism, the use or threatened use of violence to scare or intimidate malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation.
6. Any loss or damage or bodily injury caused by or resulting from an act of force, or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event including any chemical or biological terrorism.

7. Any amount caused by the pressure waves of an aircraft, spacecraft or anything else travelling at sonic or supersonic speeds.
8. Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**, **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse**.
9. Any amount which results from **You** or **Your Immediate Family** or any person to whom **You** have given permission to look after or handle **Your Named Horse** acting or behaving unlawfully, and any legal expenses, fines or penalties arising from such actions or behaviour including criminal activities or breach of **New Zealand** laws or regulations or an Act of Parliament.
10. Any amount caused by, arising out of, or in any way connected with asbestos.
11. Any amount caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or other pollutants into or upon land, the atmosphere or any watercourse or body of water; or the attempted prevention of such discharge, dispersal, release or escape of any pollutants.

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

## How to make a claim

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

- Download a paper claims form from [petcovergroup.com/nz/make-a-claim](http://petcovergroup.com/nz/make-a-claim) which can be completed and emailed to [claims.nz@petcovergroup.com](mailto:claims.nz@petcovergroup.com); or
- If posting to us use: Petcover New Zealand P. O. Box 112 250, Penrose, Auckland 1642.

Alternatively, **You** may phone Petcover on 0800 255 426 to speak with one of Our friendly Claims Specialists should **You** have any questions regarding **Your Policy**, coverage or lodging a claim. Please note that at all times, Petcover acts as agent for HDI Global Specialty SE – New Zealand.

## Changes to this notice

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 1st July 2020.

## Contacting Us

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

Petcover Customer Centre  
PO Box 112250  
Penrose  
Auckland 1642  
Ph: 0800 255 426

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



## How to contact us

Telephone: 0800 255 426

Email: [info.nz@petcovergroup.com](mailto:info.nz@petcovergroup.com)

In writing: Petcover Customer Care  
PO Box 112250  
Penrose  
Auckland 1642

Web: [petcovergroup.com/nz](http://petcovergroup.com/nz)

National Relay  
Service [nzrelay.co.nz](http://nzrelay.co.nz)

### Administrator

Petcover New Zealand Limited ( NZBN 9429046576941) is the sole Administrator of the policies acting on behalf of the **Insurer**.

Ph: 0800 255 426 | [info.nz@petcovergroup.com](mailto:info.nz@petcovergroup.com) | [petcovergroup.com/nz](http://petcovergroup.com/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").

