

Horse External Accident Only Policy Wording

Terms of our policy to cover the
accidental death of horses



FMG
Advice & Insurance

Thank you for choosing to insure with FMG. We are New Zealand's leading rural insurer, 100% New Zealand owned and protecting property and livelihood in New Zealand communities since 1905.

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Terms of our policy to cover the accidental death of horses

This policy wording describes the Horse External Accident Only policy that covers horses for accidental death. The policy also includes several automatic benefits.

Important information about your policy

Please read and file this document and your policy certificate

Please take the time to read carefully through this policy wording and the accompanying policy certificate. Together, these two documents form your insurance contract with us.

The policy certificate shows what you are covered for

Your policy certificate is particularly important. If there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that prevails.

We are here to help

Under this contract, you and FMG both have responsibilities to ensure everything runs smoothly. Read these documents to find out what they are. If there is anything that you don't understand, please contact us.

Please:

- tell us of any errors in your documentation
- contact us if there is anything you don't understand and would like explained
- keep this policy in a safe place along with your renewal notice(s).

We will remind you when your policies need to be renewed

The date that cover ceases is shown on the policy certificate. If your policy is renewable, we will contact you about renewing your insurance just before that date.

We have defined the meanings of some words

In this document, we use italics to show that the words have the meanings given in the definitions section.

We also use the following common terms throughout the document, with the meanings shown:

- ***Certificate*** means the latest version of your policy certificate issued by us. The certificate contains details of your insurance cover under this policy.
- ***FMG*** means FMG Insurance Limited as shown on the certificate.
- ***Period of insurance*** means the duration of your policy, as shown on the certificate (unless the policy is ended earlier by you or us).
- ***We, us, or our*** means FMG.
- ***You and your*** means the person (or persons) shown on the certificate as the insured. You can also be a company, partnership or other legal entity.

You must provide information and pay your premium

You agree to give us correct and complete information

We have provided this policy based on the information you have disclosed to us. If you give us information that is incorrect or incomplete, you might not be covered under the policy.

You need to tell us:

- all material information before the cover starts, even if we don't specifically ask about it (material information is information that could change our decision if we knew about it)
- straight away if your circumstances change in any way while you are insured with us, both during the period of insurance and at renewal.

You agree to pay your premiums on time

Cover under your policy will not start until you have paid, or have agreed to pay, the premium (including any government charges) for the period of insurance. If your premiums are not paid by the due date, your insurance could be cancelled and you will not be insured.

You agree to the exclusions and obligations detailed in the policy

You are not covered for some items, events, and circumstances. These are called exclusions. Exclusions are detailed throughout the policy.

This policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person who is entitled to claim under this policy must also meet these conditions and obligations.

We will be fair in the way we provide this cover

We provide the cover listed on the certificate

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

We are bound by the Fair Insurance Code

FMG is a member of the Insurance Council of New Zealand and bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

We comply with the Privacy Act 1993

We collect personal information about you, your business, or both. We asked you for personal information to fully evaluate and to administer this policy, and we may ask for more if you make a claim or renew the policy. You also authorise us to:

- collect relevant information about you or your business from third parties, such as other insurers and EQC.
- disclose information about you in connection with insurance to third parties.

We fully understand the importance of protecting your personal, commercial and financial information.

We store your information securely, within our organisation, and will not share it except in compliance with the Privacy Act 1993. You have rights under the Privacy Act 1993 to access and correct the information we hold about you.

For information about how we collect, use and store your personal information, see the full Privacy Statement on our website (www.fmg.co.nz).

We provide a 30-day ‘cool off’ period

We are confident this policy will be right for you. However, you may cancel this policy within 30 days of the start date if you are not entirely happy, without giving us a reason. We will refund any premium you have paid, provided you do not have a claim during this 30-day period.

We agree to cover your horses

We agree to provide you with the insurance set out in this policy, if 'Horse External Accident Only' is shown on the certificate.

We agree to cover your horses

1. We cover your horse for death in New Zealand

Your *horse* is insured for *accidental death* during the period of insurance in New Zealand, including when in transit on land.

If the insurance period is 12 months your *horse* is also insured for a further 90 days provided you advise us immediately and before the end of the 12 month insurance period of the accident that results in death.

2. The cover includes automatic benefits

You are automatically insured for the following benefits.

2.1 We cover your horse during lifesaving operations by a vet

Your *horse* is insured for death during, or as a result of, it undergoing an emergency surgical operation conducted by a *vet* who has certified that this is necessary to save its life due to an *accidental* external and visible injury occurring during the period of insurance.

2.2 We cover your horse in transit by air

Your *horse* is insured for *accidental death* that occurs while it is being loaded onto, unloaded from or in transit on board an *aircraft* within New Zealand or Australia.

You are also insured for *loss* due to:

- the *aircraft* carrying your *horse* having a maintenance issue because of an *accident* or mishap,
- that aircraft being forced to land or suffering a mechanical breakdown,
- the *horse* being *jettisoned* or stolen from the aircraft, or
- the *horse* being destroyed by order of a responsible authority for the safety of the aircraft, its passengers or crew.

For this benefit to apply, you must:

- not load your *horse* onto the *aircraft* with other stock to which it has a natural aversion or habitual dislike
- provide confirmation from a responsible authority with particulars of the event and the apparent cause of death.

Your *horse* is not insured for *loss* arising from:

- you, your *employees* or agents omitting or failing to comply with the instruction of the pilot or other person in supreme authority and control of the *aircraft*, or
- a prohibition on the *horse* being imported or exported, or when it has failed to pass a test.

2.3 We cover your horse in transit by sea

Your *horse* is insured for *accidental death* that occurs while its being loaded onto, unloaded from, or in transit on a ship within New Zealand or Australia.

You are also insured for *loss* when your *horse* is washed overboard, *jettisoned* or stolen from the ship carrying it. This includes circumstances when this ship is delayed, deviates beyond your control, or the horse is transferred to another ship.

You are insured for your liability for general average and salvage charges when the contract of carriage or governing law and practice make you liable for these.

Your *horse* is not insured for a *loss* arising from:

- inoculation or its after-effects, or
 - a prohibition on the *horse* being imported or exported, or when it has failed to pass a test.
-

3. What we will pay

3.1 We will pay fair market value

We will pay the lesser of:

- the fair market value of the *horse* immediately before the *loss*, or
- the amount on the certificate.

Fair market value means the price at which ownership of your *horse* would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

4. General exclusions for your Horse External Accident Only policy

4.1 You are not covered for illness or disease

Your *horse* is not insured for *loss* in any way connected with illness or disease.

4.2 You may have to pay an excess

If we accept a claim under one or more of your FMG policies, you are not insured for the amount of any excess on the certificate.

4.3 You are not covered for consequential loss

You are not insured for any consequential loss. Things you are not covered for include, but are not limited to:

- penalties
- loss of use of your *horse*
- loss resulting from delays
- loss of market
- loss resulting from depreciation
- loss of value.

4.4 You are not covered for nuclear materials, terrorism, war or confiscation

You are not insured under this policy for *loss* in any way connected with:

- *nuclear materials*
- *terrorism*
- *war*.

You are not insured for *loss* in any way connected with *confiscation*, unless your *horse* is:

- destroyed by order of a public authority and we have agreed to this, or
- covered for destruction under automatic benefit 2.2 (transit by air).

4.5 You are not covered for avian influenza, foaling, vet costs and certain medical issues

Your *horse* is not insured for anything connected with avian influenza or any mutant variation of this.

There is no cover for *loss* in any way connected with foaling or vet costs for treating your *horse*.

There is no cover for *loss* in any way connected with your *horse* undergoing a surgical operation unless covered under automatic benefit 2.1 (lifesaving operations).

There is no cover for *loss* in any way connected with administering medication to your *horse* unless:

- this was administered by a *vet* (or experienced personnel directed by a *vet*), and
- a *vet* has certified that this was necessary to save its life due to an external *accident* occurring during the period of insurance.

Medication means any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.

4.6 You are not covered for inappropriate or irresponsible conduct

You are not covered for *loss* in any way connected with:

- malicious, wilful, intentional, reckless or grossly irresponsible conduct by you, your family, representatives, agents, *employees*, bailees or another person you have entrusted control of your *horse* to,
- using your *horse* for a purpose other than the use shown on the certificate, or
- you, or another person you have entrusted control or possession of your *horse* to, losing possession, control, or the title of the *horse* due to fraud, trickery or similar false pretences.

Making a claim

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

5. What you must do

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

5.1 As soon as you know you are likely to make a claim

You must let us know immediately if anything happens that is likely to lead to a claim.

You must take reasonable steps to minimise the claim and avoid any further claim.

You must make a complaint to the police if you suspect criminal activity.

5.2 When communicating with us

You must complete our claim form in full if we ask you to do so, and return it to us within 30 days of our request.

You must provide all reasonable information and assistance we require at any time.

You must immediately send us all relevant correspondence and court documentation.

You must provide us with any proof of identity we require and a *vet* certificate confirming the cause of death if we request this.

You must also co-operate with us and our representative in any investigation or adjustment of an actual or potential claim. If we, or our representative, ask you to do so, you must immediately provide us with:

- access to any person(s) including you, your family, representatives, agents, *employees*, bailees or any other person you have entrusted control of your *horse* to
- copies and originals of any veterinary records held by you, a *vet* or another third party
- all information about the condition, history, performance, value or other details of your *horse* that we or our representative may reasonably require.

You must authorise us to:

- get personal information about you from you and third parties in connection with your insurance
- disclose personal information about you to third parties in connection with your insurance.

For more information about how we collect, use and store your personal information, see the full Privacy Statement on our website (www.fmg.co.nz).

6. What you must not do

6.1 You must not dispose of the horse

You must not dispose of your *horse* without our prior approval.

6.2 You must not accept liability or settle things yourself

You must not admit you are liable to any party.

You must not say or do anything that prejudices our ability to:

- defend any action against you, or
- take recovery action in your name.

You must not start any remedial action without our approval.

6.3 You must not make untrue statements

You, and anyone else entitled to claim under this policy, must ensure all statements made to us are true and complete.

If your claim is dishonest or fraudulent in any way, we are entitled to:

- decline your claim in whole or in part
- bring this policy to an end from the date of the dishonest or fraudulent act
- bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.

We may also notify the police, the Serious Fraud Office, or both.

6.4 You must not pay a ransom

We will be released from all liability under this policy if you pay or promise to pay a ransom, or give similar assurances to a third party.

7. How we will manage the claim

7.1 If two or more excesses apply, you need to pay the higher excess

If an *event* is covered under more than one of your FMG policies, you will have to pay only one excess. This will be the highest excess we can apply under those policies.

7.2 We will pay the difference between another insurance and this one

You must immediately let us know if you have other insurance covering the risks covered under this policy. We will only pay over and above the limit payable under that other insurance.

7.3 We may make progress payments

We will, at our option, make regular progress payments for your claim provided that:

- you provide us with proof of your insured *loss*, and
- if the combined progress payments exceed the total amount of the *loss*, you must immediately refund us the difference between these amounts.

7.4 We may recover costs from those responsible for the loss

If we accept any part of your claim, we may exercise any legal rights you have to recover amounts from the persons responsible for the *loss*. Any recovery will be at our cost.

If we do this, you must co-operate and give us any help we ask for. If you refuse, you may have to repay the money we paid you.

If we succeed in recovering any money from the persons responsible, we will refund your excess. We will pay to you any remaining money recovered after deducting:

- our recovery costs, and
- the money we have paid you.

If you receive any reparations in respect of a *horse* claimed under this policy, you must immediately reimburse us from these reparations up to the amount of any claim payments we have made to you.

General conditions of this policy

The following conditions apply to the whole policy, and cover what you agree to do, how we manage the policy, and how the policy will be interpreted.

8. What you agree to do

These conditions must all be met before we will accept a claim under this policy.

8.1 Your horse must be healthy

Unless we agree otherwise, your *horse* must be in sound health and free from any illness, disease, lameness, injury or physical disability at the start of the period of insurance.

Your *horse* will not be covered for any pre-existing lameness, injury or physical disability whether disclosed or not.

8.1.1 Health declaration and certifications

Our acceptance of a *vet* certificate or declaration of health submitted in connection with a proposal of insurance for your *horse* or any change in insurance cover:

- Does not reduce or remove the requirement for your horse to be in sound health and free from any illness, disease, lameness, injury or physical disability at the start of the period of insurance.
- However, we will have the burden of proving that your *horse* does not satisfy this requirement.
- Declaration of health means a declaration regarding the health of your *horse* that we have accepted as a substitute for a certificate from a *vet*.

8.1.2 You must seek immediate diagnosis and treatment

You must immediately at your own expense employ a *vet* to provide a diagnosis and if we require you to do so allow the *horse* to be removed for examination and/or treatment, if during the period of insurance your *horse* is suffering from any illness, disease, lameness, injury or physical disability.

If the *horse* dies during the period of insurance, you must immediately, at your own expense, arrange for a *vet* to perform a *post-mortem* and provide a copy of their report to us as soon as possible.

If any of the above occurs, you must also contact us immediately so we may consider appointing a *vet* of our own choice.

8.2 You must comply with all the terms of this policy

You, and anyone else entitled to claim under this policy, must comply with all the terms of the policy before we will meet any claim under it.

You must tell the truth at all times.

8.3 You must tell us immediately if anything changes

After this policy starts, you must notify us immediately of any change in circumstances you are aware of that affects any risks insured under this policy, whether by increasing or altering them.

Once you have done so, we may change the premium and terms of cover, at our discretion.

If you fail to let us know about any change in circumstances, we may (from the date of the failure):

- refuse to meet any claim or part of it
- cancel this policy.

8.4 You must take reasonable care

You must take reasonable care, at your own expense, to avoid and minimise *loss* to your *horse* insured under this policy, and liability to others.

This includes all of the following:

- complying with all relevant laws
- complying with all manufacturer's recommendations
- employing competent *employees*
- maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.

8.5 Premiums must be paid on time

Cover under this policy will begin when you have paid, or have agreed to pay, the premium for the period of insurance (including any government charges).

If we have agreed that you can pay your premium in instalments, cover under this policy will begin when you have paid, or have agreed to pay, the first instalment (including any government charges), due under this agreement.

You must pay your premiums by the due date.

If you suffer a total loss:

- we will not settle your claim:
 - until the full annual premium is paid, or
 - if you are paying your premium by instalments, until the balance of the full annual premium is paid, and
- we may deduct any outstanding annual premium from the claim settlement.

8.6 You must seek our written agreement to a transfer of interest

No interest in this policy can be transferred or assigned without our written agreement.

The cover for your *horse* under this policy will end immediately when you sell your *horse* (whether temporary or permanently).

8.7 Your requirements when removing or disposing of your horse

If your *horse* dies, you must seek our permission before removing and disposing of its remains. You will arrange for this removal and disposal at your own expense.

If you receive money for the sale of the remains of the horse we are entitled to be reimbursed from that amount for any claim we have paid you, less removal and disposal costs.

9. How we will manage this policy

9.1 How to make changes to this policy

If we agree, you may change this policy by giving us notice of the changes.

We may change the terms of this policy at any time by giving you notice at the last known address we have for you. The changes we make will take effect 30 days after the day we send or deliver the notice to you.

9.2 How to cancel this policy

You may cancel this policy at any time by giving notice to us.

We may cancel this policy at any time by giving notice to you at the last known address we have for you. Your policy will be cancelled 30 calendar days after the day we send or deliver the notice to you.

- If you cancel this policy we will (subject to 'We provide a 30 day 'cool off' period' on page 8) refund 90% of the unexpired portion of your premium
- If we cancel this policy, we will refund the unexpired portion of your premium.

If you have made a claim and we have paid the full amount under:

- the policy, we will cancel the policy
- an item, we will cancel the item
- an optional benefit, we will cancel the optional benefit.

In all three cases, the cancellation will be from the date of *loss*.

9.3 Special conditions when the policy insures more than one person or entity

If this policy insures more than one person or entity, they are insured separately as though a separate policy was issued to each.

The most we will pay for all insured persons and legal entities collectively during the period of insurance is the amount shown in this policy or on the certificate.

9.4 Special conditions apply to loss of your horse by theft

Your *horse* is not covered if, before cover under this policy begins, there has ever been a theft or attempted theft of your *horse*, or threat against you or your *horse*, whether or not it was insured.

You are not covered under this policy for *loss* to your *horse* as a result of theft until 90 days has passed since this incident was reported to us.

9.5 We will add Goods and Services Tax where applicable

Where we are able to recover GST under the Goods and Services Tax Act 1985:

- all amounts insured exclude GST (unless otherwise shown on the certificate), and
- GST will be added, where applicable, to claim payments.

All excesses include GST.

9.6 We can inspect your horse

We are entitled to inspect your *horse*, at any reasonable time and you must provide any information we reasonably require in connection with your *horse*.

When we inspect your horse or provide an inspection report about it, we are not determining or warranting its safety, nor are we confirming that it is covered by the policy.

9.7 We can give information and make payments to interested parties

If you own only a part financial interest in the *horse*, or you control the *horse* as a hiree or lessee under the terms of a hiring or leasing arrangement, you will advise us about all parties that have a financial interest in that *horse*.

If you advise us of a party holding a financial interest in the *horse* insured under this policy, all of the following apply:

- we note that interest, but the party is not directly insured under this policy
- you authorise us to disclose personal information about you to that party in connection with this policy
- we may make a claim payment directly to that party up to the limit of its interest.

This meets our obligations to you under this policy in this respect.

9.8 This policy covers your horse in New Zealand or Australia only

This policy covers your *horse* while it is:

- in New Zealand
- in Australia to the extent covered under the automatic benefits 2.2 (transit—air) or 2.3 (transit—sea)
- at another location shown on the certificate, in which case you will also be covered in that location.

9.9 This policy does not cover embryos and foals unless separately insured

If your *horse* is a mare, there is no cover for any embryo within that mare, or for any of her foals, unless such embryo or foal is separately insured under this policy.

How to interpret this policy

10.1 Words in italics have a specific meaning

Words which appear in italics must be interpreted using their defined meaning stated in the definitions section.

10.2 We use New Zealand currency

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

10.3 The law of New Zealand governs this policy

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

10.4 'Acts of Parliament' include amendments and regulations

Any Acts of Parliament referred to in this policy include any:

- amendments or statutory regulations made under them, and
- Acts or regulations made in substitution for the original Acts or regulations.

10.5 Headings are for ease of reading

The headings in this document are only there to make it easier to read. They do not form part of the policy and are not to be used in interpreting it.

Definitions

The following definitions apply to your policy.

Please note:

- references to the singular include the plural and vice versa
- the definitions apply to any derivatives of the word used in this policy.

Accident and **accidental** means an *event* that is sudden, unintended and unforeseen by you.

Accidental death means death or *humane destruction* of your *horse* as a result of:

- *accidental* external and visible injury, or
- malicious or intentional injury to, or slaughter of, your *horse* by someone other than you, your family, representatives, agents, *employees*, bailees or another person you have entrusted control of your *horse* to.

Aircraft means an aircraft licensed for carrying passengers, cargo or both to and from an aerodrome or airport.

Confiscation means confiscation, requisition, nationalisation, destruction of, or damage to your *horse* by order of Government, a local authority, a court, or any public authority.

Employee means any employee directly employed by you.

Event means a single *loss* or series of *losses* that have the same cause.

Excess means the first amount of a claim that you must pay, as shown on the certificate.

Horse means:

- your whole, or part financial interest, in the horse shown on the certificate, or
- the horse shown on the certificate that you do not have a financial interest in that is in your control

as a hiree or lessee under the terms of a hiring or leasing arrangement.

Humane destruction or **humanely destroyed** means your *horse* has suffered an injury:

- which a *vet* appointed by us certifies is incurable and so excessive that it must be immediately euthanised, or
- which a *vet* you have appointed certifies is incurable and so excessive that it must be immediately euthanised without waiting for us to appoint a *vet* to make that assessment.

Jettisoned means your *horse* being thrown, dropped or otherwise ejected from an *aircraft* or ship.

Loss means physical loss, damage or destruction of your *horse* during the period of insurance.

Nuclear materials means:

ionising radiation or contamination by radioactivity from:

- any nuclear fuel
- any nuclear waste
- the combustion or fission of nuclear fuel, or
- nuclear weapons material.

Post-mortem means a post-mortem operation conducted by a *vet* to establish the cause of death of your *horse* including a necropsy examination.

Terrorism means a particular type of use, threatened use, or preparation for the use, of:

- force or violence towards any person or group(s) of people,
- property damage,
- conduct that creates a risk to health and safety, or
- interference or disruption with an electronic system.

What makes it terrorism is that these are actions by a person, group or groups (whether acting alone, or on behalf of, or in connection with, any organisation or government):

- designed to influence, coerce or retaliate against, a government or group of people, or
- to bring about change that aligns with the person or group's particular political, religious, ideological, ethnic, economic agenda.

Our definition of 'caused by terrorism' extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such actions.

Vet means a veterinarian experienced in equine practice with a current valid licence issued by the appropriate governing agency allowing them to practise veterinary medicine.

War means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

Tell us what you think about us and our service

Your feedback helps us to identify opportunities to make our products and services even better. If you have any feedback—good or bad—we would like to hear from you.

If you have a concern about something that has happened, tell us and we will investigate the issue and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we would like to know about it so we can congratulate our team—so please let us know.

How you can contact us

-  Call us on 0800 366 466
-  Contact your local FMG manager
-  Write to us at FMG, PO Box 1943, Palmerston North 4440, New Zealand
-  Visit our website www.fmg.co.nz
-  Email us at contact@fmg.co.nz
-  Fax us on 0800 366 455

We're easy to contact



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