

Horse Primary, Plus or Deluxe Policy



FMG
Advice & Insurance

FMG has been protecting the property and livelihoods of people up and down the country since 1905. We're 100% New Zealand owned and operated and are proud to be the country's only rurally-based insurance company around today.

You don't get to be over 100 years old without learning a thing or two; because we've worked closely with New Zealand communities over the years we can help find what works for you.

And we're still listening to what you're saying which is why we continually strive to improve our products and services, and why we have something to offer all New Zealanders. It's also why we focus on partnering with you to plan for the risks and challenges you face, not just the insurance you need to deal with them.

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Introduction

Please take the time to read through these documents carefully because they form the insurance contract you have with us. Your policy certificate is particularly important because if there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that applies. Under this contract, we both have responsibilities to ensure everything runs smoothly. These are detailed as follows, and if there is anything that you don't understand, please contact us. The expiry date of your Policies is shown on the policy certificates. We will be in contact with you regarding renewal of your insurance around that time.

Your Responsibilities

This FMG Policy has been provided to you based on your disclosure to us.

If there is any material information which could relate to the cover provided under this Policy, you need to let us know. Please be aware that disclosure of material information will not necessarily affect your ability to obtain cover, but not informing us might result in you having no insurance at all. It is important that you:

- Please tell us all material information before the cover starts, even if we don't specifically ask about it.
- Please update us should anything about your circumstances change, both during the period of insurance and at renewal.

Cover under your Policy will not commence 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 on time, your insurance could be cancelled and you will not be insured.

It is essential that you:

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

This Policy contains some exclusions and these are detailed throughout the Policy. It is important that you read these and are aware of them.

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 that is entitled to claim under Policy must also meet these conditions and obligations.

Welcome to FMG

Our Responsibilities

We agree to provide the cover set out in the Policy below that is shown on your certificate. Throughout the Policy certain important words are in bold type; please refer to the Definitions section for the specific meaning of these words.

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

As you will be aware, the proposal you completed contains personal information relating to you and/or your business. We collect this information to enable us to fully evaluate your proposal and subsequently administer this Policy. We may require further information later on if you make a claim or wish to renew this Policy with us. The Proposal you completed also authorises us to collect relevant information about you and/or your business from third parties, such as other insurers and insurance brokers.

However, we fully understand the importance of protecting your personal, commercial and financial information and therefore we will not share your information unless authorised to do so under the Privacy Act 1993.

Your information will be held securely by us, within our organisation, and you are entitled to access and correct the information you have provided, as set out in the Privacy Act 1993.

We are confident this Policy will be right for you. However, you may cancel this Policy within 30 days of the commencement date for any reason if you are not entirely happy. We will refund any premium you have paid provided you do not have a claim during this 30 day period.

Your Feedback

Your feedback enables 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 quickly 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 need to know about it in order to 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 agree to provide **you** with the insurance set out in this Policy, if this Policy is shown on the **certificate**.

What you are insured for

1. Under this Policy **you** have cover for one of the following insurance covers:

- (a) Horse Primary: **Your horse** is insured anywhere in New Zealand, including while it is in transit on land anywhere in New Zealand, for **death** as a result of an accidental, external and visible injury, or **death** due to **colic**, occurring either:
 - (i) during the **period of insurance**, or
 - (ii) where the insurance period is 12 months, during the **period of insurance** and up to 90 days after this period has ended,subject to **you** advising **us** immediately of the relevant **accident**, injury, or **colic** but in any case before the **period of insurance** ends.
- (b) Horse Plus or Horse Deluxe: **Your horse** is insured anywhere in New Zealand or Australia, including while it is in transit on land anywhere in New Zealand or Australia, for **death** due to **accident**, injury, illness, or disease, occurring either:
 - (i) during the **period of insurance**, or
 - (ii) where the insurance period is 12 months, during the **period of insurance** and up to 90 days after this period has ended,subject to **you** advising **us** immediately of the relevant **accident**, injury, illness, or disease but in any case before the **period of insurance** ends.

2. The insurance cover **you** have is shown on the **certificate**.

Additional Benefits

You are automatically insured for the following benefits which are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

1. Life Saving Operations by a Veterinarian

- (a) **Your horse** is insured during the period that it is undergoing an emergency surgical operation conducted by a **veterinarian** who has certified that the operation is necessary to save its life due to:
 - (i) if the **certificate** shows that **your horse** is insured for Horse Primary:
 - 1. an **accidental**, external and visible injury, or
 - 2. **colic**, or

- (ii) if the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe:
 - 1. an **accident**, injury, illness, or disease, or
 - 2. foaling,occurring during the **period of insurance**.

2. Major Veterinary Costs

- (a) **You** are insured for the **veterinary costs you** incur for treating **your horse**:
 - (i) if the **certificate** shows that **your horse** is insured for Horse Primary for:
 - 1. an **accidental**, external and visible injury, or
 - 2. **colic**, or
 - (ii) if the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe, for an injury or illness, occurring during the **period of insurance**, provided the costs are incurred in the period up to 12 months from the date that the relevant injury or illness first occurs and manifests.
- (b) **We** will pay up to:
 - (i) if **your horse** is insured for Horse Primary, \$5,000,
 - (ii) if **your horse** is insured for Horse Plus or Horse Deluxe, \$10,000, or
 - (iii) 50% of the sum insured for **your horse** shown on the **certificate**, in the aggregate, whichever is less.
- (c) **You** are not insured:
 - (i) When **your horse** is:
 - 1. under 1, or over 16, years of age,
 - 2. outside of New Zealand, or
 - 3. insured for a **period of insurance** of less than 12 months.
 - (ii) For costs incurred through breeding, foaling or fertility problems with **your horse**.
 - (iii) For any sickness or disease that **your horse** contracts, or which manifests itself, within the 14 day period from the inception of insurance cover for **your horse**.

3. Removal and Disposal Costs

- (a) If **we** accept a claim under this Policy, **we** will pay the reasonable costs **you** incur to remove and dispose of **your horse** after it dies provided that:
 - (i) the **death** of **your horse** occurs within the **period of insurance**, and

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(ii) **you** notify **us** of this within 60 days of the date of the **loss**.

(b) **We** will pay up to \$500 in the aggregate.

4. Transit – Air

- (a) **Your horse** is insured within New Zealand or Australia while being loaded onto, in transit on board, or unloaded from, an **aircraft**.
- (b) **Your horse** is also insured for the risk of:
- (i) **jettison**, theft, or maintenance due to an **accident** or mishap, a forced landing, or mechanical breakdown of the **aircraft** carrying **your horse**, or
 - (ii) being destroyed by order of a responsible authority for the safety of the **aircraft**, or its passengers or crew.
- (c) It is a condition of this benefit that:
- (i) **you** warrant that **your horse** is not loaded onto an **aircraft** with other stock to which it has a **natural antipathy**, and
 - (ii) confirmation is provided by a responsible authority with particulars and the apparent cause of death.
- (d) **Your horse** is not insured for a **loss** arising from:
- (i) **you**, **your employees**, or agents, omitting or failing to comply with any instruction of the pilot or other person in supreme authority and control of the **aircraft**, or
 - (ii) a prohibition on the importation or exportation of **your horse** or where **your horse** has failed to pass a test.

5. Transit – Sea

- (a) **Your horse** is insured within New Zealand or Australia while being loaded onto, in transit on board, or unloaded from, a ship.
- (b) **Your horse** is also insured for the risk of **jettison**, washing overboard, theft, and/or non-delivery from the ship carrying it including in circumstances when the ship carrying it is delayed, or deviated beyond your control, or it is transferred to another ship.
- (c) **You** are insured for **your** liability for general average and salvage charges where the contract of carriage or governing law and practice make you liable for such payments.
- (d) **Your horse** is not insured for a **loss** arising from:
- (i) injury from any cause, inoculation or its after-effects, or

(ii) any prohibition on its importation or exportation or where it has failed to pass a test.

6. Theft of Your Horse

- (a) **You** are insured for **loss** to **your horse** on land in New Zealand or Australia during the **period of insurance** as a result of:
- (i) The theft of **your horse**, including **death** or permanent loss of possession or control of, or title to, **your horse** as a result of this theft.
 - (ii) Malicious or intentional castration or spaying of **your horse** by the individual(s) who have stolen **your horse**.

If the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe **you** are also automatically insured for the following benefits.

7. Twelve Month Cover Extension

- (a) Provided:
- (i) this Policy has a 12 month **period of insurance**, and
 - (ii) **you** have renewed this Policy and paid the applicable renewal premium,
- any **accident**, injury, illness, or disease that **you** notified **us** of during the **period of insurance** resulting in **death** is covered under this Policy up to 12 months after that **period of insurance** ends.
- (b) **Your horse** will not be insured if, 90 days after the **period of insurance** ends, **your horse** is:
- (i) if the **certificate** shows that **your horse** is insured for Horse Plus, 17 years old or older, or
 - (ii) if the **certificate** shows that **your horse** is insured for Horse Deluxe, 13 years old or older.

8. Wobbler Syndrome

- (a) **Your horse** is insured if it is diagnosed with **wobbler syndrome** during the **period of insurance**.
- (b) **Your horse** is also insured if it dies and this **death** is attributable to a surgical operation performed by a **veterinarian** who has certified that this operation was necessary to obtain the radiographic and/or myelographic evidence described in (b) (ii) of the definition of 'wobbler syndrome' in the Definitions section.
- (c) If **we** accept a claim under this benefit, **we** may, at our option, take title and possession of **your horse**, or ownership of your interest in it (as appropriate).

If the **certificate** shows that **your horse** is insured for Horse Deluxe you are also automatically insured for the following benefit.

9. Economic Slaughter and Permanent Loss of Use

- (a) **Your horse** is insured if:
 - (i) during the **period of insurance**, it sustains an **accident**, or contracts an illness or disease that directly results in it being permanently incapable of fulfilling the usage shown on the **certificate**, and
 - (ii) **you** decide that this permanent incapacity justifies it being destroyed for economic reasons.
- (b) **Your horse** is also insured if it sustains an **accident** or contracts an illness or disease during the **period of insurance** that does not manifest itself into a permanent incapacity until after the **period of insurance** has ended, provided this permanent incapacity manifests itself within 12 months from the date that the relevant **accident**, illness, or disease first occurs and manifests.
- (c) It is a condition of this benefit that:
 - (i) **You** advise us immediately of the relevant **accident**, illness, or disease but in any case before the **period of insurance** ends.
 - (ii) **Our veterinarian** confirms the opinion of **your veterinarian** that the relevant **accident**, illness, or disease occurring during the **period of insurance** directly resulted in the permanent incapacity of **your horse**.
- (d) Subject to clause (e) directly below, **we** will pay:
 - (i) If **you** choose not to destroy **your horse** and keep it for non-competitive purposes:
 - 1. If the **certificate** shows that **your horse** is insured for **agreed value**, **we** will pay 50% of the **agreed value** shown on the **certificate** for **your horse**.
 - 2. If the **certificate** shows that **your horse** is insured for **fair market value**, **we** will pay 50% of either:
 - a. the **fair market value** of **your horse** immediately before the relevant **accident**, injury, illness, or disease first occurs and manifests (as appropriate), or
 - b. the amount shown on the **certificate** for **your horse**, whichever is less.

(ii) If **you** choose to destroy **your horse**:

- 1. If the **certificate** shows that **your horse** is insured for **agreed value**, **we** will pay 75% of the **agreed value** shown on the **certificate** for **your horse**.
- 2. If the **certificate** shows that **your horse** is insured for **fair market value**, **we** will pay 75% of either:
 - a. the **fair market value** of **your horse** immediately before the relevant **accident**, injury, illness, or disease first occurs and manifests (as appropriate), or
 - b. the amount shown on the **certificate** for **your horse**, whichever is less.
- (e) The most **we** will pay under this benefit is \$40,000.
- (f) **Our** liability in respect of **your horse** will cease immediately once **we** have paid **your** claim.
- (g) If **you** choose to destroy **your horse** **we** may, at **our** option, take title and possession of it, or ownership of **your** interest in it (as appropriate).
- (h) **Your** horse is not insured:
 - (i) for **loss** due to its inability to breed, unless this is a direct result of an **accident**, illness or disease, or
 - (ii) for **loss** as a result of blemishing.

Optional Benefits

These Optional Benefits apply only if **you** have purchased them and they are shown on the **certificate**. These benefits are subject to the terms of this Policy except to the extent those terms are varied by each benefit.

1. Air/Sea Transit to All Countries Outside New Zealand or Australia

- (a) The Transit – Air and Transit – Sea Additional Benefits are extended to insure **your horse** while it is in transit outside of New Zealand or Australia.
- (b) The terms of the Transit – Air and Transit – Sea Additional Benefits are otherwise the same.

2. Foal Cover from 24 Hours

- (a) **You** are insured for the **death** of **your horse** from 24 hours of age.
- (b) This benefit is not available if the **certificate** shows that **your horse** is insured for Horse Deluxe.

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3. Non Life Saving Operations Involving General Anaesthetic Conducted by Veterinarian

- (a) **Your horse** is insured during the period that it is undergoing surgical operations conducted by a **veterinarian** under either local or general anaesthetic during the **period of insurance**.
- (b) If the **certificate** shows that **your horse** is insured for Horse Primary, **your** cover under this benefit is limited to surgical operations required due to:
 - (i) an **accidental** external and visible injury, or
 - (ii) **colic**, occurring during the **period of insurance**.

4. Stallion Permanent Disability

- (a) **Your stallion** is insured in the event that it becomes totally and permanently:
 - (i) **impotent**, or
 - (ii) **infertile**, or
 - (iii) incapable of **servicing mares**, as a result of an **accident**, illness or disease sustained or contracted during the **period of insurance** provided that the impotence, infertility, or incapacity (as appropriate) manifests itself within 12 months from the date that the relevant **accident**, illness, or disease first occurs and manifests.
- (b) It is a condition of this benefit that:
 - (i) **You** must immediately notify **us** in the event there is any indication that **your stallion** is **impotent**, **infertile** or incapable of **servicing mares**.
 - (ii) If **we** accept a claim under this benefit, **we** may, at our option, take title and possession of **your** live **stallion**, or ownership of your interest in it (as appropriate).
- (c) If the **certificate** shows that **your horse** is insured for:
 - (i) **Agreed value**, **we** will pay the **agreed value** shown on the **certificate** for **your stallion**.
 - (ii) **Fair market value**, **we** will pay the **fair market value** of the **stallion** immediately prior to the **accident**, first manifestation of the illness, or disease giving rise to the **loss**, up to the amount shown on the **certificate**.
- (d) This benefit is not available if the **certificate** shows that **your horse** is insured for Horse Primary or Horse Deluxe.

What we will pay

1. Agreed value

- (a) If the **certificate** shows that **your horse** is insured for **agreed value**, **we** will pay up to the **agreed value** shown on the **certificate** for any one **event**.

2. Fair market value

- (a) If the **certificate** shows that **your horse** is insured for **fair market value**, **we** will pay either:
 - (i) if the **certificate** shows that **your horse** is insured for Horse Primary:
 - 1. the **fair market value** of **your horse** immediately before the **accidental** external and visible injury, or **colic** first occurs and manifests, or
 - 2. the amount on the **certificate**, whichever is less for any one **event**.
 - (ii) if the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe:
 - 1. the **fair market value** of **your horse** immediately before the **accident**, injury, illness, or disease causing its **death** first occurs and manifests, or
 - 2. the amount on the **certificate**, whichever is less for any one **event**.

What you are not insured for (Horse Primary)

- 1. If the **certificate** shows that **your horse** is insured for Horse Primary:
 - (a) **Your horse** is not insured for **loss** in any way connected with lameness including tendon and ligament injuries, illness or disease.
 - (b) **Your horse** is not insured if it has previously suffered, or been treated for, **colic**.

Please note there are also General Exclusions in this document.

General Exclusions

These exclusions apply to **your FMG** Policy unless indicated otherwise below.

1. Confiscation, Nuclear Materials, Terrorism and War

- (a) There is no cover under this Policy for **loss** in any way connected with:
 - (i) **confiscation**, unless **your horse** is destroyed by order of Government, Local Authority, the Courts, or any public authority and:

1. **we** have agreed to the destruction of **your horse**,
 2. humane destruction of **your horse** occurs, or
 3. b(ii) and (c) of the Transit – Air Additional Benefit is satisfied.
- (ii) **nuclear materials**,
- (iii) **terrorism**, or
- (iv) **war**.

2. Consequential Loss

- (a) **You** are not insured for any consequential loss including but not limited to:
- (i) penalties,
 - (ii) loss of use of **your horse** unless, but only to the extent, the **certificate** shows that **your horse** is insured for Horse Deluxe and covered under the Economic Slaughter and Permanent Loss of Use Additional Benefit,
 - (iii) loss resulting from delays,
 - (iv) loss of market,
 - (v) loss resulting from depreciation, or
 - (vi) loss of value.

3. Excess

- (a) **You** are not insured for any **excess**.
- (b) If an event is covered under more than one of **your FMG Policies**, **you** will only have to pay one **excess**. This will be the highest **excess** that **we** could apply under any one of those Policies.

4. Other General Exclusions

- (a) There is no cover under this Policy for **loss** in any way connected with one or more of the following:
- (i) Any surgical operation on **your horse**, unless:
 1. It was an emergency operation conducted by a **veterinarian** who has certified that the operation was necessary to save **your horse's** life following an:
 - a. **accident**,
 - b. injury,
 - c. if the **certificate** shows that **your horse** is insured for Horse Primary, **colic**, or
 - d. if the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe, illness or disease, occurring during the **period of insurance**.
 2. **Your horse** is being operated upon during the **period of insurance** for castration or

spaying that **you** had earlier advised **us** of and **we** have approved.

3. Covered under the Life Saving Operations Conducted by a Veterinarian Additional Benefit or the Non Life Saving Operations Involving General Anaesthetic Conducted by Veterinarian Optional Benefit.
- (ii) The administering of **medication** to **your horse** unless administered by a **veterinarian**, or experienced personnel directed by a **veterinarian**, that has been certified by a **veterinarian** to be necessary due to an **accident**, injury, illness or disease occurring during the **period of insurance**.
- (iii) Malicious, wilful, intentional, reckless or grossly irresponsible conduct by **you**, **your** family, representatives, agents, **employees**, bailees or another person that **you** have entrusted control of **your horse** to.
- (iv) The use of **your horse** for any purpose other than the usage shown on the **certificate** for **your horse**.
- (v) **You**, or another person that **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 pretenses.
- (vi) Avian Influenza or any mutant variation of this.

Claims Conditions

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

1. How to make a claim

- (a) If **you** make a claim, **you** must provide **us** with:
- (i) a certificate from a **veterinarian** confirming the cause of **death**, if **we** request **you** to do so, and
 - (ii) any proof of identity **we** may require.

2. What you must do

- (a) **You** must notify **us** immediately of any circumstance likely to lead to a claim.
- (b) **You** must complete **our** claim form in full if **we** request **you** to do so, and return it to **us** within 30 days of our request.
- (c) **You** must take reasonable steps to minimise the claim and avoid any further claim.
- (d) **You** must make a complaint to the Police if **you** suspect criminal activity.

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- (e) **You** must provide all reasonable information and assistance **we** require at any time.
 - (f) **You** must immediately send **us** all relevant correspondence and court documentation.
 - (g) **You** must authorise **us** to:
 - (i) Obtain personal information about **you** from **you** and third parties in connection with **your** insurance.
 - (ii) Disclose personal information about **you** to third parties in connection with **your** insurance.
- Please see the full Privacy Statement on **our** website (www.fmg.co.nz) for information about how **we** collect, use and store **your** personal information.

3. What you must not do

- (a) **You** must not admit **you** are liable to any party.
- (b) **You** must not say or do anything which prejudices **our** ability to:
 - (i) defend any action against **you**, or
 - (ii) take recovery action in **your** name.
- (c) **You** must not start any remedial action without **our** prior approval.
- (d) **You** must not dispose of **your horse** that is to be the subject of **your** claim, without **our** prior approval.

4. Fraud

- (a) **You**, and anyone else entitled to claim under this Policy, must ensure all statements made to **us** are true and complete.
- (b) If **your** claim is dishonest or fraudulent in any way, **we** are entitled to:
 - (i) decline **your** claim in whole or in part, and/or
 - (ii) bring the Policy to an end from the date of the dishonest or fraudulent act, and/or
 - (iii) bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.
- (c) **We** may also notify the Police and/or the Serious Fraud Office.

5. Other Insurance

- (a) **You** must immediately notify **us** of any other insurance that covers **you** for any of the risks covered under this Policy.
- (b) **We** will only pay over and above the limit payable under that other insurance.

6. Progress Payments

- (a) **We** will at **our** option make regular progress payments for **your** claim provided that:

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

7. Recoveries

- (a) If **we** accept any part of **your** claim, **we** may exercise any legal rights **you** have to, at our cost, recover amounts from the person(s) responsible for the **loss**.
- (b) If **we** do this, **you** must co-operate and assist **us** with this exercise. If **you** refuse, **we** may require **you** to repay **us** the money **we** paid **you**.
- (c) If **we** succeed in recovering any money from the person(s) responsible, **we** will refund **your excess** and pay any remaining money recovered to **you** less **our**:
 - (i) recovery costs, and
 - (ii) the money **we** have paid **you**.
- (d) If **you** recover any lost or stolen **horse** claimed under this Policy:
 - (i) **you** must hand this over to **us**, and
 - (ii) **we** are entitled to keep this and any proceeds from its sale.
- (e) If **you** receive any reparations in respect of a **horse** claimed under this Policy, **you** must immediately reimburse **us** for any claim **we** have paid from these reparations.

General Conditions

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

1. Acts of Parliament

- (a) Any Acts of Parliament referred to in the Policies including any:
 - (i) amendments or Statutory Regulations made under them, and
 - (ii) Acts or Regulations made in substitution for the original Acts or Regulations.

2. Cancellation

- (a) **You** may cancel this Policy at any time by giving notice to **us**.
- (b) **We** may cancel this Policy at any time by giving notice to **you** at **your** last known address as held by **us**. Cancellation will take effect 30 days after the day **we** send or deliver the notice to **you**.

- (c) If:
- (i) **you** cancel this Policy **we** will (subject to “Our Responsibilities” in the Welcome to FMG section) refund 90% of the unexpired portion of **your** premium,
 - (ii) **we** cancel this Policy, **we** will refund the unexpired portion of **your** premium,
 - (iii) **you** have made a claim and **we** have paid the full amount under:
 1. the Policy,
 2. an Item, or
 3. an Optional Benefit,**we** will cancel the Policy, Item or Optional Benefit from the date of **loss**.

3. Changes

- (a) Where **we** agree, **you** may change this Policy by giving **us** notice of the changes.
- (b) **We** may change the terms of this Policy at any time by giving **you** notice at **your** last known address as held by **us**. The changes **we** make will take effect 30 days after the day **we** send or deliver the notice to **you**.

4. Compliance with the Policy

- (a) **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.
- (b) **You** must tell the truth at all times.

5. Currency

- (a) All monetary amounts referred to in this Policy are expressed and payable in New Zealand dollars.

6. Defined Words

- (a) To clarify the cover **you** have in this Policy, some words appear in bold. These words have a specific meaning, which is outlined in the Definitions section. Defined words specific to some sections are outlined within those sections.

7. Goods and Services Tax

- (a) Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:
 - (i) all amounts insured exclude GST (unless otherwise shown on the **certificate**), and
 - (ii) GST will be added, where applicable, to claim payments.
- (b) All **excesses** include GST.

8. Governing Law

- (a) The law of New Zealand applies to each Policy and the New Zealand courts have exclusive jurisdiction.

9. Headings

- (a) Headings are for reference only. They do not form part of the Policy and are not to be used in interpreting it.

10. Health and Care of Your Horse

- (a) Unless **we** agree otherwise, **your horse** must be in sound health and free from any illness, disease, lameness, injury, or physical disability whatsoever at the commencement of the **period of insurance**.
- (b) **Your horse** will not be covered for any pre-existing illness, disease, lameness, injury, or physical disability whatsoever whether disclosed or not, unless covered under:
 - (i) 1(a)(ii) or 1(b)(ii) of the What you are insured for section (as applicable),
 - (ii) if the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe, the Twelve Month Cover Extension Additional Benefit, or
 - (iii) if the **certificate** shows that **your horse** is insured for Horse Deluxe, the Economic Slaughter and Permanent Loss of Use Additional Benefit.
- (c) **Our** acceptance of a certificate from a **veterinarian**, or **declaration of health**, submitted in connection with a proposal of insurance for **your horse**, or any changes in the insurance cover:
 - (i) Does not reduce or remove the requirements set out in (a) above.
 - (ii) However, in this situation, **we** will have the burden of proving that **your horse** does not satisfy the requirements set out in (a) above.
- (d) Should, during the **period of insurance**, **your horse**:
 - (i) if the **certificate** shows that **your horse** is insured for Horse Primary:
 1. suffer any symptoms of **colic**, lameness, injury, or physical disability whatsoever, **you** must immediately, at **your** own expense, employ a **veterinarian** to provide a diagnosis and, if required to by **us**, allow the removal of the **horse** for examination and/or treatment,
 - (ii) if the **certificate** shows that **your horse** is insured for Horse Plus or Horse Deluxe:

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1. suffer any illness, disease, lameness, injury, or physical disability whatsoever, **you** must immediately, at **your** own expense, employ a **veterinarian** to provide a diagnosis and, if required to by **us**, allow the removal of the **horse** for examination and/or treatment, or (iii) die, **you** must immediately, at **your** own expense, arrange for a **veterinarian** to perform a **post-mortem** and provide a copy of their **post-mortem** report to **us** as soon as possible.

You must also immediately notify **us** in the event that either (d)(i), (ii) or (iii) above occurs to allow **us** to consider the appointment of a **veterinarian** of **our** own choice.

11. Inspection and Investigation

- (a) **We** are entitled to inspect **your horse**, at any reasonable time, and **you** must provide such information as may be reasonably required by **us** in relation to **your horse**.
- (b) However, neither this inspection, nor any inspection report, is to be regarded as an undertaking by **us** to determine or warrant that **your horse** is safe or covered by this Policy.
- (c) **You** must co-operate with **us** and **our** representative regarding the investigation or adjustment of any actual, or potential claim, by immediately upon **our** request providing **us**, or **our** representative:
 - (i) Access to any person(s), including **you**, **your** family, representatives, agents, **employees**, bailees or any other person that **you** have entrusted control of **your horse** to.
 - (ii) Copies and originals of any veterinary records held by **you**, a **veterinarian**, or another third party.
 - (iii) All information relating to the condition, history, performance, value or other details of **your horse** that **we** or **our** representative may reasonably require.

12. Interested Parties

- (a) If **you** own only a part financial interest in the **horse**, or **you** are in control of the **horse** as hiree or lessee under the terms of a hiring or leasing arrangement, **you** will advise **us** about all the parties that have a financial interest in the **horse**.
- (b) If **we** are advised in writing of a party holding a financial interest over the **horse** under a Policy:

- (i) that party is noted by **us**, but is not directly insured under the Policy,
- (ii) **you** authorise **us** to disclose to that party personal information about **you** in connection with the Policy, and that party up to the limit of its interest, and
- (iii) **we** may make a claim payment directly to that party up to the limit of its interest.

This meets **our** obligations to **you** under the Policy to that extent.

13. Location

- (a) This Policy covers **your horse** while it is in New Zealand or Australia, unless:
 - (i) another location is shown on the **certificate**, and/or
 - (ii) **your horse** is covered under the Air/Sea Transit to All Countries Outside New Zealand or Australia Optional Benefit.

14. Mares, Embryos and Foals

- (a) If **your horse** is a mare, there is no cover for any embryo within the mare, or for any of her foals, unless such embryo or foal is separately insured under this Policy.

15. Notification of any Change in Circumstances

- (a) After this Policy has commenced, **you** must notify **us** immediately of any change in circumstances **you** are aware of which:
 - (i) increases, or
 - (ii) alters, any risk insured under the Policy.
- (b) Once **you** have done so, **we** may change the premium and/or terms of cover, at **our** discretion.
- (c) If **you** fail to notify **us** of any change in circumstances, **we** may:
 - (i) refuse to meet any claim or part of it, and/or
 - (ii) bring the Policy to an end, from the date of the failure.

16. Payment of Premiums

- (a) Cover under this Policy will not commence until **you** have paid, or have agreed to pay, the premium (including any Government charges) for the **period of insurance**.
- (b) If **we** have agreed that **you** can pay your premium in instalments, payments are due in accordance

with the agreement **we** have with **you**. In such case, cover under this Policy will not commence until **you** have paid, or have agreed to pay, the premium, including any Government charges, due under this agreement.

- (c) If **you** suffer a total loss:
- (i) **we** will not settle **your** claim:
 1. until the full annual premium is paid, or
 2. if **you** are paying **your** premium by instalments, until the balance of the full annual premium is paid, and
 - (ii) **we** may deduct any outstanding annual premium from the claim settlement.
- (d) It is important **you** continue to pay **your** premiums on time (either in full, in advance, or in accordance with any agreement **we** have with **you**).

17. Ransom

- (a) Should **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party **we** shall be released from all liability under this Policy.

18. Reasonable Care

- (a) **You** must take reasonable care to avoid and minimise **loss**, or damage occurring to the **horse** insured under this Policy, and liability to others, at **your** own expense.

This includes:

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

19. Removal and Disposal

- (a) After receiving **our** permission, **you** will arrange for the removal and disposal of the remains of **your horse** at **your** own expense.
- (b) **We** are entitled to be reimbursed for any claims **we** have paid out to you from money you have recovered from the sale of the remains of **your horse**, less any removal and disposal costs **you** have incurred in excess of amounts **we** have paid **you** under the Removal and Disposal Costs Additional Benefit.

20. Separate Insurance

- (a) If this Policy insures more than one **horse**, person or entity, they are insured separately as though a separate Policy was issued to each. However, the most **we** pay for all insured **horses**, persons and legal entities collectively during the **period of insurance** is the amount shown in the Policy or on the **certificate**.

21. Theft

- (a) Prior to the commencement of this Policy, there must have been no theft or attempted theft of **your horse**, or threat against **you** or **your horse**, whether insured with **us**, insured elsewhere, or uninsured.
- (b) No liability arises under this Policy for **loss** to **your horse** as a result of theft until 90 days after the incident is reported to **us** and then only in the event that the **horse** has not been recovered during that period.

22. Transfer of Interest

- (a) No interest in the Policy can be transferred or assigned without **our** written agreement.
- (b) This Policy will cease to cover **your horse** immediately when **you** sell it, or any interest in it, whether temporarily or permanently.

Definitions

The following definitions apply to **your** Policy, unless the context requires otherwise.

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 or **accidental** means an event which is sudden, unintended and unforeseen by **you** including **malicious injury**.

Agreed value means the value **we** have agreed to with **you** for **your horse**, as shown on **your certificate**.

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

Certificate means the latest version of **your** Policy Certificate issued by **us** which contains details of **your** insurance cover under this Policy.

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Colic means the occurrence of a gastrointestinal or another condition that is determined by a **veterinarian** to be causing abdominal pain to **your horse**.

Confiscation means confiscation, requisition, nationalisation, or destruction of, or damage to **your horse** by order of Government, Local Authority, the Courts, or any public authority.

Death means the death of **your horse** including by way of **humane destruction**.

Declaration of health means a declaration regarding the health of **your horse** that **we** have accepted as a substitute to a certificate from a **veterinarian**.

Employee means any person directly employed by **you**.

Event means a single **loss** or a 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**.

Fair market value means the price at which ownership of the **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.

FMG means FMG Insurance Ltd as shown on the **certificate**.

Horse means:

- (a) **your** whole, or part financial interest, in the relevant horse(s), or
- (b) the relevant horse(s) in **your** control as hiree or lessee under the terms of a hiring or leasing arrangement, which **you** do not have a financial interest in,

as specified on **your certificate**.

Humane destruction means:

- (a) That **your horse** has incurred an injury, or is afflicted with an excessively painful disease, which a **veterinarian** appointed by **us** has, prior to **death**, certified is incurable and so excessive that immediate destruction is needed for humane reasons.

- (b) That **your horse** has incurred an injury which a **veterinarian** appointed by **you** has, prior to **death**, certified is incurable and so excessive that immediate destruction is needed for humane reasons without waiting for the appointment of a **veterinarian** by **us**.

Impotent means the failure of the **stallion** to achieve intromission.

Infertile means sterile.

Jettison means throwing, dropping or otherwise ejecting **your horse** from an **aircraft** or ship, as appropriate.

Loss means physical:

- (a) loss
- (b) damage, or
- (c) destruction,

of **your horse** during the **period of insurance**.

Malicious injury means malicious or intentional injury to, or slaughter of, **your horse** by someone other than **you**, **your** family, representatives, agents, **employees**, bailees or another person that **you** have entrusted control of **your horse** to.

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

Natural antipathy means a natural aversion or habitual dislike.

Non-competitive purposes mean using **your horse** for private, domestic and/or pleasure purposes, having been retired from competitive use.

Nuclear materials means:

- (a) ionising radiation or contamination by radioactivity from:
 - (i) any nuclear fuel,
 - (ii) any nuclear waste,
 - (iii) the combustion or fission of nuclear fuel, or
- (b) nuclear weapons material.

Period of insurance means the period shown on **your certificate**.

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

Serving mares means achieving intromission.

Stallion means a **horse** aged between 3 to 16 years old specifically listed on the **certificate** for cover under the Stallion Permanent Disability Optional Benefit.

Terrorism means:

- (a) the use, threatened use, or preparation for the use of:
 - (i) force or violence towards any person or group(s) of people,
 - (ii) property damage,
 - (iii) conduct that creates a risk to health and safety, or
 - (iv) interference or disruption with an electronic system,
- (b) by a person or group(s) of people whether acting alone, or on behalf of, or in connection with any organisation or government:
 - (i) designed to influence, coerce or retaliate against, a government or group of people, and
 - (ii) bring about change that aligns with their particular political, religious, ideological, ethnic, economic agenda, and
- (c) extends to conduct connected with controlling, preventing, suppressing retaliating against, or responding to such conduct.

Veterinarian means a veterinarian experienced in equine practice with a currently valid license, issued by the appropriate governing agency, allowing them to practice veterinary medicine.

Veterinary costs mean the reasonable costs for the treatment of **your horse** by a:

- (a) **veterinarian**, or
- (b) a qualified animal specialist who is not a **veterinarian** on the recommendation of a **veterinarian**.

War means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil, 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.

We, us, or our means **FMG**.

Wobbler Syndrome:

- (a) Means a **horse** suffering from:
 - (i) cervical vertebral malformation,
 - (ii) spinal cord compression, and/or
 - (iii) cervical compressive myelopathy, which is Grade 3 or higher, and chronic and progressive in nature.
- (b) To be covered, the diagnosis of wobbler syndrome must be supported by, where deemed necessary (during the **period of insurance**):
 - (i) an up-to-date negative test for Equine Protozoal Myelitis, and
 - (ii) radiographic, and/or myelographic evidence, that **your veterinarian** and **our veterinarian** consider satisfies the requirements of (a) above.

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.

Your Horse Primary, Plus or Deluxe Policy

We're easy to contact

Call us on
0800 366 466

Write to us at
PO Box 1943
Palmerston North 4440

Email us
contact@fmg.co.nz

Visit our website
www.fmg.co.nz

FMG
Advice & Insurance