

Horse and Pony Insurance Policy



A. OUR AGREEMENT TO INSURE

- A1. CONSIDERATION** In consideration of the payment of the premium specified in the schedule, NZI, a business division of IAG New Zealand Limited (hereinafter called 'the Company') agrees that it will indemnify the owner (hereinafter called 'the Insured') to the extent and in the manner hereafter provided in respect of the specified risk happening during the period of insurance stated in the schedule.

The schedule and this policy wording shall be read together as one contract.

B. WHAT YOU ARE INSURED FOR

- B1. LOSS BY DEATH** Loss by death of any horse described in the schedule provided that such death occurs during the currency of this policy or within 30 days after expiry of the policy from a cause occurring during its currency.

- B2. LOSS BY THEFT OR STRAYING** Loss through theft or straying provided that:
- the Police be immediately notified of the loss;
 - the local pound be notified of the loss;
 - an advertisement be inserted in the local paper or papers giving full details of the horse and the date and place of the loss.

The Company agrees to indemnify the Insured six weeks after the loss is discovered provided that the above conditions (a) to (c) have been fulfilled.

- B3. LOSS BY PERMANENT INCAPACITY** Sixty percent of the sum insured or \$3,000 whichever is the less is payable following permanent incapacity by injury or disease, provided that this shall be certified by a qualified Veterinary Surgeon.

C. WHAT YOU ARE NOT INSURED FOR

- C1. EXCLUSIONS AND LIMITATIONS** The Company shall not be liable for:
- Any horse less than 12 months of age or over 14 years of age.
 - Any claim after the horse insured has been sold or ownership transferred to another person or persons.
 - Death or incapacity due to neglect or improper care or attention or misuse of the horse
 - Death due to intentional slaughter without the written consent of the Company unless arising from:
 - humane grounds where destruction is certified by a qualified Veterinary Surgeon as imperative to terminate incurable suffering provided that a post mortem is immediately carried out by a Veterinary Surgeon. No payment shall be made if such destruction is proved unwarranted.
 - compliance with the requirements of any civic authority. However when any horse is destroyed under the provision of any Act, or under order of civic authority, or by the instructions of any person acting under the authority of such acts or order, the Company shall not be liable to pay more than the difference between the amount payable to the Insured under such acts or order or at law, and the amount that would otherwise be payable under this certificate.
 - Death or incapacity due to the use of the horse for racing or steeplechasing.
 - Death or incapacity due to surgery not authorised by the Company in writing except where necessary to save the horses' life excepting normal castration operations performed by a qualified Veterinary Surgeon.

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C1. Exclusions and Limitations continued

7. Death or incapacity due to accident sickness or disease sustained or contracted elsewhere than in New Zealand.
8. Death or incapacity due to any consequence arising from ionising radiations or contamination by radioactivity from nuclear waste which results from the combustion (including self-sustaining process of nuclear fission) of nuclear fuel or nuclear weapons material.
9. Death or incapacity due to any consequence of:
 - (i) war invasion act of foreign power or hostilities (whether was has been declared or not) civil war rebellion revolution insurrection or military or usurped power confiscation nationalisation or requisition by the order of government or local authorities.
 - (ii) earthquake, volcanic eruption, hydrothermal activity, geothermal activity or tsunami.

D. HOW MUCH WE WILL PAY

D1. BASIS OF SETTLEMENT OF CLAIMS

PARTS B1 AND B2

The Company will pay the fair market value of the horse (excluding unborn issue unless specifically stated) but not exceeding the sum insured stated in the schedule.

E. CLAIMS CONDITIONS

E1. CLAIMS PROCEDURE

- (a) On the death of the horse the Insured shall immediately notify the Company in writing and where a Veterinary Surgeon has been in attendance have him/her supply a certificate showing the cause of death. Should a Veterinary Surgeon not have been in attendance at the time of death or where the cause of death cannot be ascertained the Insured shall have a post mortem examination made by a Veterinary Surgeon. In any event whatsoever the Company reserves the right to arrange the post mortem at their own expense.
- (b) The Insured shall present any claim to the Company using the prescribed claim form and furnish any other proofs and evidence required by the Company. No liability shall attach hereunder if any delay in submission in any way prejudices the Company.
- (c) In the event of claim being admitted the Company will indemnify the Insured in respect of Veterinary Surgeons fees up to any amount not exceeding \$75.

E2. POSSESSION FOLLOWING CLAIM

Following admission of liability the Company reserves the right to take possession of the horse and full rights of ownership shall pass to the Company.

E3. SUBROGATION OF RIGHTS

Following admission of liability the Company shall be entitled at their own expense and in the Insured's name to take any proceedings to obtain recovery from any third party.

F. GENERAL CONDITIONS

F1. ONE CONTRACT

This policy and the schedule must be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the schedule shall bear such specific meaning wherever it may appear.

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F2. FITNESS AND HEALTH	<p>It is a condition precedent to any liability of the Company under this certificate in respect of each horse insured that:</p> <ul style="list-style-type: none">(a) A fully completed and signed proposal form must have been submitted to the Company for approval and information given therein shall be deemed to be incorporated herein.(b) It shall be in good health and free from injury, disease, disability or physical abnormality at the commencement of the policy or any subsequent renewal.(c) In the event of accident disease or illness the Insured shall ensure that prompt and qualified treatment is obtained and administered.(d) The Insured shall give immediate notice to the Company of any accident, disease or illness of any insured horse.
F3. INSPECTION	<p>The Company shall be permitted to inspect insured horses at any location where they may be kept.</p>
F4. STATEMENTS	<p>If any statement contained in the proposal, any declaration, or any claim form or any other document in support thereof be untrue, this policy shall be null and void and all premiums paid shall be forfeited to the Company.</p>
F5. ASSIGNMENT	<p>This policy is not assignable.</p>
F6. OTHER INSURANCES	<p>The Company shall not be liable under this policy:</p> <ul style="list-style-type: none">(a) If at the time of the claim the Insured has other insurance in force in respect of the same horse and did not obtain written agreement of the Company to other such insurance.(b) For interest other than the Insured's as owner unless other interest is specified in the schedule.
F7. CANCELLATION OF INSURANCE	<p>The Policy may be cancelled by the Insured at any time by notice in writing delivered to the Company in which the Company shall retain or be entitled to recover, as the case may be, the customary short term premium or minimum premium for the time the policy has been in force.</p> <p>The Company may at any time cancel the policy by giving written notice to the Insured, such notice to be delivered personally or posted by registered letter to the Insured, at the address last known to the Company. Cancellation shall be effective at 4.00 p.m. on the seventh day after delivery or posting of the letter and the Company will return the unexpired portion of the premium on a pro rata basis.</p>



HORSE AND PONY INSURANCE POLICY

Underwritten by NZI, a business division of IAG New Zealand Limited

IMPORTANT: PLEASE EXAMINE THIS POLICY AND IF IT DOES NOT MEET YOUR REQUIREMENTS,
KINDLY RETURN IT AT ONCE TO YOUR BROKER OR AGENT OR TO OUR OFFICE OF ISSUE.

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