

# *Horse policy*



**FMG**  
Advice & Insurance

**YOUR POLICY: Horse Plus**

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. Your horse** is insured for death or **humane destruction** as a result of:
- (a) any accident, injury, illness or disease occurring either;
    - (i) during the **period of insurance**; or
    - (ii) for **policies** with an annual period or longer only, within ninety (90) days after the expiry of this **policy**,
 subject to immediate written notice of such accident, injury, illness or disease having been given to **us** before the expiry of this **policy**.

**Additional Benefits**

**You** are automatically insured under this section 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. Agreed Value**

If **we** have:

- (a) Accepted in writing a written valuation of the **horse**, or
- (b) accepted in writing a valuation of the **horse** without the requirement of a written valuation, or
- (c) accepted in writing the purchase price of the **horse** bought in a public auction as the value of the **horse** in lieu of a written valuation, and
- (d) recorded on the **certificate** that the cover type is Agreed Value

Then the **fair market value** shall be deemed to be the **agreed value**.

**2. Air Transit**

This **policy** extends to cover the **horse(s)** shown on the **certificate** within New Zealand and Australia:

- (a) Whilst on board or being loaded into or unloaded from an aircraft licensed for passenger and/or cargo carrying, from aerodrome to aerodrome whilst being transported between the places described in the **policy** to which this benefit is attached.
- (b) It is understood and agreed that the **horse(s)** are also covered against the risk of jettison, theft, maintenance due to an accident or mishap or to a forced landing or mechanical breakdown of the aircraft carrying the said **horse(s)** and slaughter of the **horse(s)** by authorities for the safety of the aircraft, passengers or crew.
- (c) It is warranted that the said **horse(s)** are not loaded on any aircraft with any other **stock** to which they may have a natural antipathy.
- (d) It is a condition that all claims are subject to confirmation by a responsible official giving particulars and apparent cause of death.

The following exclusions also apply:

- (a) Wilful misconduct or negligence of **you, your** employees or agents;
- (b) **You, your** employees or agents having caused or suffered anything to be done whereby the risk hereby insured against are or may be increased;

- (c) An accident occurring beyond the geographical limits specified in the insurance hereto;
- (d) Any breach of law by **you**;
- (e) The omission or failure of **you, your** employees or agents, to comply with any or instruction of the pilot or other person in supreme authority and control of the aircraft;
- (f) Prohibition of import or export or failure to pass tests;

All other **policy** terms and conditions remain unaltered.

### 3. Sea Transit

- (a) This **policy** extends during transit within New Zealand and Australia to cover all risks of death, jettison and/or washing overboard, theft and/or non delivery, including destruction for humane reasons.
- (b) In addition to the indemnity provided by the Policy, this **policy** shall pay general average and salvage charges, special charges, sue and labour and all extra expenses for which **you** shall be liable in consequence of delay and/or accident to vessel or craft and/or any other cause to ensure completion of the venture.
- (c) **You** shall not be prejudiced by any agreement exempting lightermen and/or shipowners from liability.
- (d) This **policy** shall remain in force during:
  - (i) deviation, delay beyond **your** control, forced discharge, reshipment and transhipment;
  - (ii) any other variation or failure of the venture arising from the exercise of a liberty granted to the shipowners or charterer under the contract of affreightment.
- (e) It is warranted free of claim for injury from any cause whatsoever, inoculation and its after-effects, prohibition of import or export, or failure to pass tests or slaughter by the order of any government or public or local authority or any person or body having jurisdiction in the matter or control of infectious disease.
- (f) It is a condition of this **policy** that **you** shall act with reasonable dispatch in all circumstances within **your** control.
- (g) It is warranted the **horse(s)** insured shall be in sound health and free from any injury or physical disability whatsoever at the time of commencement of the insured transit.

### 4. Life Saving Operations Conducted by Veterinary Surgeons

- (a) Subject to all of the terms, conditions and exclusions of the **policy** to which this benefit is attached, it is agreed that the **policy** is extended to indemnify **you** in the event of any surgical operation conducted by a **veterinary surgeon** and certified by him to have been necessitated solely by accident, injury, illness or disease occurring during the **period of insurance** and to have been carried out in an emergency attempt to save the **horse's** life.

## 5. Major Veterinary Costs

- (a) **You** are insured for the reasonable veterinary costs **you** incur for treating the insured **horse** for an injury or illness suffered during the **period of insurance** for a maximum period of 12 months from the onset of the injury or illness.
- (b) **We** will pay \$10,000 or 50% of the sum insured in the aggregate, whichever is the lesser.
- (c) An **excess** of \$1,000 or 10% of the sum insured, whichever is the greater, up to a maximum of \$2,000 applies for each and every **event**.
- (d) This benefit does **not apply** to any **horse**:
  - (i) under twelve months old or over 16 years of age;
  - (ii) outside New Zealand;
  - (iii) insured for less than twelve months;
  - or to:
  - (iv) costs incurred through breeding, foaling or fertility problems;
  - (v) any sickness or disease contracted or manifesting within 14 days of inception of cover on the insured **horse**.
- (e) It is warranted that **we** be immediately advised of any injury or illness likely to result in a claim under this benefit.

## 6. Removal and Disposal Costs

- (a) If **we** have accepted a claim under this Policy **we** will also pay the reasonable costs **you** incur for the removal and disposal of the insured **horse** caused by or resulting from death or **humane destruction** provided that:

- (i) the death or **humane destruction** occurs within the **period of insurance**, and
- (ii) **you** notify **us** within 60 days of the date of **loss**.

- (b) **We** will pay up to \$500 in the aggregate for all **events** in any one **period of insurance**.

## 7. Theft and Unlawful Removal

This **policy** also covers the following losses to **your horse(s)** which occur during the **period of insurance**:

- (a) Theft; or
- (b) Death or **humane destruction** directly resulting from theft; or
- (c) Death, **humane destruction** or permanent loss of possession directly resulting from unlawful removal of the **horse**; or
- (d) Malicious or wilful castration or spaying by or on behalf of those responsible for such unlawful removal.

## 8. Twelve Month Cover Extension

- (a) Subject to all of the terms, conditions and exclusions of the **policy** to which this benefit is attached, and in consideration of the renewal of this **policy** with **FMG** and of the additional premium paid, it is understood and agreed that the 90 day extension period referred to under 'What you are insured for' shall be further extended until such time as the accident, injury, illness or disease is no longer threatening, but in any case not exceeding a further period of 275 days after the expiration of the original 90 days extension.

- (b) In the event of the **horse** being over 13 years of age at the expiration of the original 90 days extension period, then **our** limit of liability as specified in the **certificate** shall be reduced by the following:
- (i) 25% if a 14 year old;
  - (ii) 33% if a 15 year old;
  - (iii) 40% if a 16 year old; and
  - (iv) 50% if a 17 year old.
- (c) This benefit shall not apply to the **horse**, if, at the expiration of the original 90 days extension period, the **horse** is 18 years old or over.

## 9. Wobbler Syndrome

- (a) Subject to all of the terms, conditions and exclusions of the **policy** to which this benefit is attached, it is agreed that the **policy** is extended to indemnify **you** in the event of the **horse** being diagnosed during the **period of insurance** as suffering from the condition known as **wobbler syndrome** of a minimum level of Grade 3, which is deemed to be chronic and progressive in nature, as defined herein.

The following additional conditions apply:

- (a) The diagnosis of **wobbler syndrome** must be supported by an up to date negative test for Equine Protozoal Myelitis and radiographic and/or myelographic evidence where deemed necessary (during the **period of insurance**) confirming **wobbler syndrome** (as defined) and that this is deemed by both **your** and **our Veterinary Surgeons** to be

chronic in nature, progressive and of a minimum level grade 3 as defined.

- (b) This insurance is extended to cover death or **humane destruction** of the **horse** directly caused by, happening through, or in consequence of or contributed to by a surgical operation conducted by a **Veterinary Surgeon** and certified by him to have been necessitated solely by the radiographic and/or myelographic evidence in (a) above.
- (c) In the event of any uncertainty or dispute as to whether the **wobbler syndrome** condition confirmed by radiographic and/or myelographic evidence is chronic in nature, progressive and of a minimum level grade 3 as defined, it is agreed that the uncertainty or dispute shall be referred to a panel of three **veterinary surgeons**. Two **veterinary surgeons** shall be appointed, one by **you**, and one by **us**, and a third shall be mutually agreed upon by the two appointed **veterinary surgeons**. The decision of this panel in the matter shall be final and binding on both **you** and **us**. The fees of the appointed **veterinary surgeons** shall be paid by the party making the appointment, and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.

(d) In the event of a claim under this extension, **we** shall, if **we** so elect, take undisputed ownership of the **horse**. Failure or inability to deliver undisputed ownership of the **horse** live to **us** as salvage will void the Wobbler Syndrome Additional Benefit and relieve **us** of all liability.

### **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) **Your horse(s)** described on the **certificate** is insured during transit to all countries outside New Zealand as outlined in the Sea Transit and Air Transit Additional Benefits.

#### **2. Foal Cover from 24 Hours**

**You** are insured for the death or **humane destruction** of an insured foal from 24 hours of age.

#### **3. Non Life Saving Operations Involving General Anaesthetic Conducted by Veterinary Surgeons**

**You** are insured for any **loss** arising directly or indirectly as a result of operations or surgery, either under local or general anaesthesia.

#### **4. Stallion Permanent Disability**

- (a) **Your Stallion**, during the **period of insurance** and any applicable extension period, is insured for becoming 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**.
- (b) **We** will pay the **fair market value** of the **stallion** immediately prior to the accident or first manifestation of the illness or disease giving rise to the **loss**, up to the amount shown on the **certificate**.

The following additional conditions apply:

- (a) **You** shall give immediate notice to **us**, in the event of any indication of the **stallion** being **impotent, infertile** or incapable of **servicing mares**.
- (b) In the event of any uncertainty or dispute as to whether an accident sustained or illness or disease contracted by the **stallion** has caused the **stallion** to be totally and permanently **impotent**, totally and permanently **infertile** or totally and permanently incapable of **servicing mares**, it is agreed that the uncertainty or dispute shall be referred to a panel of three **veterinary surgeons**. Two **veterinary surgeons** shall be appointed, one by **you**, and one by **us**, and a third shall be mutually agreed upon by the two appointed **veterinary surgeons**. The decision of this panel in the matter shall be

final and binding on both **you** and **us**. The fees of the appointed **veterinary surgeons** shall be paid by the party making the appointment, and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.

- (c) In the event of a claim for 100% interest in the **stallion**, **we** shall, if **we** so elect, take undisputed ownership of the **stallion**. Failure or inability to deliver undisputed ownership of the **stallion** live to **us** as salvage will void the **Stallion Permanent Disability Optional Benefit** and relieve **us** of all liability.
- (d) In the event of a claim for less than 100% of each and every one of the shares in the **stallion**, or for less than 100% ownership interest in the **stallion** if not syndicated, **we** shall, if **we** so elect, take undisputed title to and possession of any interest in the **stallion** for which claims have been made. It is understood and agreed that payment of a claim under this **policy** entitles **us** to all rights under the Syndicate, Partnership, Joint ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the **stallion** for which claims have been made will void the **Stallion Permanent Disability Optional Benefit** and relieve **us** of all liability.

The following exclusion also applies:

- (a) This benefit shall not indemnify **you** for any loss arising from the death, theft or **humane destruction** of the **stallion**.

### **What we will pay**

**Your horse** is insured for Agreed Value. **We** will pay up to the amount shown on the **certificate** for any one **event**.

However, in the event that at any time during the **period of insurance** the **horse** is:

- (a) Entered or raced in any claiming race where the claiming price is less than the amount shown on the **certificate**, then **our** limit of liability shall automatically be reduced to a sum insured not exceeding the lowest amount for which the **horse** could have been claimed or sold in such race; or
- (b) Entered into a public auction but not sold and the sum insured shown on the **certificate** exceeds the highest amount bid at such public auction for the **horse**; then **you** will inform **us** in writing within seven (7) days and shall substantiate any limit of liability which exceeds the highest bid at such public auction or the sum insured shown on the **certificate** shall automatically be reduced to the lowest value at which the **horse** was appraised; or
- (c) Appraised at a value lower than the value accepted and agreed by **us** for the **horse**, then the sum insured shown on the **certificate** shall automatically be reduced to the lowest value at which the **horse** was appraised.

In the event that **our** limit of liability specified on the **certificate** is reduced under either (a), (b) or (c) above, **you** shall be entitled to a return of premium on the amount by which this **policy** is reduced, calculated on a pro rata basis from the date of such reduction.