



Your Policy Document

Hollard.
equine direct

Your Policy Document

Effective Date 1 July 2020

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1. Welcome

This Policy Document contains the details you need to know about **Hollard Equine Direct**, what is covered, the exclusions and limitations to the coverage, the terms and conditions of the Policy and how to make a claim. We have written the Policy in plain language to help you understand your insurance cover as well as your rights and obligations under this Policy.

It's important to remember that an insurance policy cannot cover every scenario. For example, there will also be a portion of the veterinary bill that you will need to pay yourself in addition to the portion that is covered. The policies have some general exclusions and limitations that help keep the premiums low. Please make sure you read the relevant sections and contact us if you have any questions

Please check every Certificate of Insurance you receive from us and verify that the details on the Certificate of Insurance are accurate. We will issue you with a Certificate of Insurance when you start your Policy, or when details of your Policy vary. You should always keep the Certificate of Insurance and this document in a safe place for future reference.

Our Aim

To assist the horse owner to offset his Veterinary costs, thus ensuring that the horse receives the best Veterinary care.

Who is Hollard Equine Direct?

Hollard Equine Direct operates countrywide, allowing horse owners to use any Veterinary service when the need arises. **Hollard Equine Direct** is a PetSure Product. PetSure is a division of Hollard Insure which is a division of the Hollard Company Limited (Registration No. 1952/003004/06), an Authorised Financial Service Provider.

Important Points

All insured horses must have a completed Certificate of Health provided by a registered Veterinarian that was completed within the last 2 (two) months. The cost of this certificate is for the applicant's expense. Membership is only valid from the start date as shown on your Certificate of Insurance and the applicable waiting periods for claims apply with effect from this date. The horse must be vaccinated within the last 12 months prior to cover.

2. Definitions and Interpretations used in this Policy

Certain words and expressions used in the Policy have a specific meaning. These are defined below:

- **Accident, accidental or accidentally** means a sudden, unforeseen, uncertain and fortuitous event causing injury to the horse.
- **Annual** refers to the 12-month period between the anniversaries of the pet's joining date.
- **Benefit** means the refundable portion of a claim payable under the Policy, less any applicable excess or levy. The refundable portion is paid according to the **Hollard Equine Direct** tariff rate and is determined by the level of cover selected subject to applicable Policy limits or sub-limits. Benefits renew on the anniversary of the horse.
- **Certificate of Insurance** means the most recent certificate issued by us containing your details, your horse's details and the level of cover selected and payable under your Policy.
- **Chronic condition** means a condition which, having developed is ongoing and likely to continue for the foreseeable future.
- **Clinical signs** means changes in the horse's normal healthy state, its bodily functions or behaviour.
- **Condition** means all manifestations of clinical signs resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of your horse's body affected. For example, all types and occurrence of cancer that occur in the same horse are classified as the one condition.
- **Congenital defect / congenital condition** means present at and existing from the time of birth.
- **Contract of Insurance** means your Certificate of Insurance, Schedule of Benefits and Policy Document.
- **Cover** means the sections and limits of cover selected by you as shown on your Certificate of Insurance and Schedule of Benefits.
- **Diagnosis Annual pay-out** means the maximum annual pay-out we will make for a group of accident or illness claims in a policy year (less the applicable excesses), regardless if there are still treatment annual pay-outs benefits remaining. This is also subject to the Overall Annual Pay-out. Please see the Schedule of Benefits for further details.
- **End date** means the date upon which your Policy terminates and benefits claimable under the Policy cease. If the Policy is cancelled, then the date of cancellation will be deemed to be the end date.
- **Equine** means pertaining to the characteristic or derived from the horse.
- **Excess** means the amount that you must pay for each and every claim as indicated on your Schedule of Benefits.
- **Hereditary defect/hereditary condition** means that there is a significant genetic component (even if the precise genetic mechanism is not known) in the development of that particular condition, within a particular breed or type of horse. A hereditary condition is one that has been passed down to the offspring from their parents or through the breed and may show its symptoms at any time during the horse's life.
- **Hollard Equine Direct tariff rate** means the internal tariff rate which we apply and deem to be reasonable for any given procedure or medication and is reviewed annually.
- **Horse** means the insured Equine.
- **Illness** means a sickness, disease or any change to your horse's normal healthy state as diagnosed by a Vet, which is not caused by injury to your horse and, first manifests itself after the completion of the applicable waiting period.
- **Insured / Owner** means the owner of any horse owned solely by the Owner, any horse in respect of which the Owner is a co-Owner, any horse which is owned by a partnership of which the Owner is a partner, any horse owned by a company or close corporation of which the Owner is a shareholder or member.
- **Insurers** means The Hollard Insurance Company Limited.
- **Maximum benefit payable** means the total compensation per horse for all accidents, injuries, illnesses and any other benefits payable under the Policy during any one Policy year or any other maximum benefit that may be specified in the Policy.
- **New pandemic disease** means any new disease that causes widespread illness in horses
- **Per annum** refers to the 12-month period between the anniversaries of the horse's joining date.
- **Policy** means the **Hollard Equine Direct** Policy setting out the general terms, exclusions and conditions.

- **Policy period** means the period of cover that commences on the start date as specified on your Certificate of Insurance and terminates when the cancellation becomes effective.
- **Policy year** refers to the 12-month period between the anniversaries of the horse's start date. Benefits renew on the anniversary of the horse's start date.
- **Pre-existing condition** means a condition or a complication of a condition, illness or injury that first occurred or showed clinical signs before your Policy started or within the applicable waiting period.
- **Prescription / script** means all medicines and drugs prescribed at each consultation or examination.
- **Recurring condition** means a recurring condition will be curable, but may recur because of non-availability of treatment in the first instance or because of a predisposition of the horse to the condition.
- **Script levy** is a script fee you pay for injectable drugs. The balance is paid subject to annual limits. Benefits will be based on the prevailing retail price of medicines prescribed and used. Our Veterinary Advisors shall be entitled to determine the prevailing retail price from time to time
- **Start date** means the date when the insurance cover commences. The Policy commences at 00h00 on the start date. The Policy start date is shown on your Certificate of Insurance.
- **Treatments Annual pay-out** means the maximum pay-out we will make in a policy year for treatments listed on the Schedule of Benefits. Please note claims are paid at the standard rate up to a maximum of the Treatment Annual Pay-out or Overall Annual Pay-out (less the applicable excesses).
- **Treatment** means any examination, consultation, hospitalisation, surgery, X-rays, medication, approved alternative therapies, nursing and other care provided by a Vet or Vet practice.
- **VAT** means Value Added Tax at the ruling officially published tax rate.
- **Vet** means a legally licensed Veterinarian or specialist Veterinarian, currently registered and practising in accordance with the applicable laws in South Africa.
- **Vet expenses / Vet fees** means the reasonable normal customary expenses incurred and paid by you in respect of treatment or services provided by a Vet or Vet practice. If fees charged are considered by us to be excessive or unreasonable, then these charges will be based on the reasonable, customary and normal fees typically charged for the treatment of that condition.
- **Waiting period** means the period between the start date of your horse's Policy and the date from which you may claim benefits as otherwise stated on your Schedule of Benefits.
- **We, our, us** means The Hollard Insurance Company Ltd, Registration No. 1952/003004/06
- **You, your, yours** means the insured or Policyholder shown on your Certificate of Insurance.

3. Our Contract with You

Your insurance Policy is a contract of insurance between you and us. The contract comprises the following documents:

- This Policy Document including all endorsements issued by us
- The most current Schedule of Benefits we provided to you
- The most current Certificate of Insurance we provided to you

Read these documents together because they establish the terms and conditions of your Policy.

In return for payment of the premium, we will provide insurance cover as detailed in this Policy, your Certificate of Insurance and any endorsements issued by us. This Policy provides details of the cover available for your horse. The Certificate of Insurance and Schedule of Benefits sets out the level of cover you have selected, the limits of cover, any specific exclusions in addition to the general exclusions, the Policy period and the excess payable by you for claims.

4. Your Duty of Disclosure

We rely upon the information you provide us to decide whether to insure your horse, and the terms under which insurance will be provided. South African law requires you to tell us about certain matters that enable us to make that decision. This is known as your Duty of Disclosure.

To comply with your Duty of Disclosure when first entering into an insurance contract with us, you must tell us everything you know and that a reasonable person under the circumstances could be expected to tell us.

To comply with your Duty of Disclosure when you renew, extend, reinstate or make changes to your Policy, you must tell us everything that you know and, which a reasonable person under the circumstances could be expected to know is relevant to our decision whether to insure or continue to insure your horse and, if so, on what terms.

If we become aware of any information which was not disclosed (intentionally or unintentionally), we reserve the right to apply underwriting restrictions to your Policy retrospectively. These restrictions may include, but are not limited to temporary exclusions, total exclusions or even cancellation of your Policy.

5. General Conditions

- 5.1 The horse hereby insured is warranted by the Insured to be in sound health and free from any injury, physical disability and/or congenital or hereditary defect whatsoever at the time of the commencement of the insurance.
- 5.2 The horse hereby insured is warranted by the Insured to be currently vaccinated against horse sickness, influenza, tetanus, rabies or any other vaccination which may be required from time to time.
- 5.3 The Insured shall provide proper care and attention of the insured horse at all times.
- 5.4 If at any time a claim arises under this insurance and there be any other insurance or arrangement covering the same liability, the Insurers shall not be liable to contribute more than their rateable proportion of any such claim or costs and expenses in connection therewith.
- 5.5 In connection with any claim against the Insured, the Insurers may at any time pay to the Insured the amount of the limit of indemnity as defined in the Schedule of Benefits (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim can be settled and upon such payment the Insurers shall relinquish conduct and control of and shall incur no further liability under the insurance in connection with such claim except for the cost and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
- 5.6 Should the Insured submit any claim knowing such claim to be false or fraudulent in any respect as regards amount claimed or otherwise or if the Insured fails to observe and fulfil the terms, provisions and conditions of this insurance, this insurance shall become void and all claims and premiums hereunder shall be forfeited.
- 5.7 The Insured agrees that the Veterinarian (current or previous) is allowed to release information or records regarding any horse hereby insured by **Hollard Equine Direct** if requested and any charge made by the Veterinarian shall be at the Insured's expense.

- 5.8 This Cover may be renewed by mutual consent subject to the terms and conditions required by the Insurers effective from such renewal.
- 5.9 The Insurers shall be entitled to terminate the insurance at any time on not less than one calendar month's written notice to the Insured. The Insured shall be entitled to terminate the insurance only by one calendar month's written notice to the Insurers.
- 5.10 Premium is payable before the inception date or renewal date as the case may be. **Hollard Equine Direct** shall not be obliged to accept premium tendered to it after such date, but may do so upon such terms as it in its sole discretion may determine.
- 5.11 If at any time the Insurers revise the Policy form, the provisions, exclusions, conditions, endorsements or rules whereby the insurance is extended or broadened without any additional premium, this Policy will also be so extended or broadened.

6. Insured's Obligations

- 6.1 Fully completed claim forms must be submitted and received by **Hollard Equine Direct** within 60 (sixty) days of the treatment date.
- 6.2 The actual itemised accounts (Vet's invoice/s) and proof of payment/s must be presented.
- 6.3 The Insured authorises **Hollard Equine Direct** to obtain all Veterinary medical records to support the claim.
- 6.4 If required by the Insurers, the Insured agrees to submit the horse for examination by a qualified Veterinarian selected by **Hollard Equine Direct**.
- 6.5 On application a completed Certificate of Health provided by a registered Veterinarian in the previous 2 (two) months must be submitted to **Hollard Equine Direct** for the cover to be effective. This examination is for the Owner's expense.
- 6.6 The Insured shall take all reasonable precaution to protect the insured horse from aggravation of the injury or illness.
- 6.7 Upon payment of benefits, the Insurers will be entitled to exercise their rights of subrogation in respect of any recovery, and be entitled to conduct any process in the name of the Insured, where the claim may have been caused by the wrongful actions of a third party.

7. General Exclusions

The Insurers shall not be liable for:

- 7.1 Any horse less than 6 (six) months of age or older than 15 (fifteen) years of age at date of inception.
- 7.2 Claims as a result, whether directly or indirectly, of an injury, condition or disease existing or showing clinical signs on or before the start date or during the applicable waiting period no matter where the injury, illness or clinical signs were noticed or happened in or on your horse's body.
- 7.3 Claims for the recurrence of a condition or disease arising prior to the inception of the Policy, unless the condition has not reoccurred for a period of 18 (eighteen) months.
- 7.4 Claims arising from, or as a result of any excluded condition, as specifically stated in your Certificate of Insurance.
- 7.5 Any loss or damage resulting from malicious or wilful injury or from the gross negligence of the Insured or any member of the Insured's family, household or employee.
- 7.6 Claims under any benefit arising out of the use of the horse for laboratory testing or experimentation.
- 7.7 Any loss arising directly or indirectly out of infringement of the Animal Protection Act No. 71 of 1962, as amended or other laws or by-laws pertaining to the well-being and safeguarding of Animals.
- 7.8 Any claim arising, or treatment rendered, outside of South Africa.
- 7.9 Any horse imported from outside of South Africa, except at the sole discretion of **Hollard Equine Direct**.
- 7.10 The destruction of any horse by reason of such horse having been deemed "dangerous" even if such destruction be by an order of a Government Agency, or such other Animal Welfare Society, the Insured or anyone responsible for the care, custody or control of the insured Horse.
- 7.11 Any claim for illness incurred during the first two months of cover, or any recurrence of that illness.

- 7.12 Any claim for an accident incurred during the first month of cover or any further claim for a recurrence of, or resulting from, that accident.
- 7.13 Any excess applicable for each claim as shown in the Schedule of Benefits.
- 7.14 Diagnostic tests for conditions excluded or limited by this Policy and complications of conditions excluded or limited by this Policy.
- 7.15 Claims for treatment and services provided by a non-registered Veterinarian or by persons other than a registered Veterinarian.

8. Exclusions and Limitations

Unless stated on your Certificate of Insurance this Policy or specifically included in the Schedule of Benefits, will not pay for:

- 8.1 Routine examinations or treatment you choose to have carried out that are not directly related to a covered illness or injury. This includes a general health check-up.
- 8.2 Congenital or Hereditary defects or diseases, or conditions directly caused by such defects and diseases.
- 8.3 Elective procedures unless the intention of such procedures have been notified to **Hollard Equine Direct** and consent has been given by them.
- 8.4 Castration or cryptorchidism.
- 8.5 Breeding, obstetrics, foaling or conditions relating to or resulting from breeding.
- 8.6 Boarding or transport expenses.
- 8.7 Special diets, vitamins, mineral supplements, grooming costs and dipping, products for tick control.
- 8.8 Preventable diseases including diseases preventable by vaccines.
- 8.9 Behavioural problems, training or therapy.
- 8.10 Dental work.
- 8.11 Non-essential hospitalisation.
- 8.12 Stabling, grazing, feeding and any costs for shoeing and the care for the horse's feet.
- 8.13 The cost of autopsy, disposal or burial of the horse.
- 8.14 Treatment your horse has received after the Policy period has ended.
- 8.15 The provision of medication/s that cover a period of more than 30 (thirty) days beyond the end date of the Policy.
- 8.16 Treatment of any illness, injury, accident or a condition caused by war activities. War activities include terrorist activities, bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war whether declared or not. We will also not pay for any claims caused by any nuclear incident, nuclear explosion or contamination by radioactive material.
- 8.17 Treatment for any new pandemic disease.

9. Claims Procedure

What you need to do:

- 9.1 The following documents are required:
 - A completed Claim Form.
 - A detailed invoice.
 - A proof of payment (e.g. credit card slip, bank statement, receipt from vet).
- 9.2 All claims must be submitted and received by us within 60 (sixty) days of the treatment being provided.
- 9.3 You must sign the claim form.
- 9.4 The attending Vet must complete the section on the claim form where designated.
- 9.5 Please ensure that the full diagnosis is included on the claim form and/or on the Vet invoice.

- 9.6 You must take all reasonable precautions to protect your horse from aggravating the illness or injury during the post-operative or recuperation period.
- 9.7 You must allow us access to all Vet medical records to support the claim. You may be asked to provide this information in support of a claim. I
- 9.8 You agree that we have the right to decline a claim where you or your Vet refuse or are unable to provide information reasonably requested by us to process your claim.

Important Note: Incomplete claim forms will be returned to you and this will result in delays in processing your claim.

What we will do:

- 9.9 We will deal directly with you regarding settlement of the claim.
- 9.10 We will reimburse you, NOT the Vet.
- 9.11 We receive and process claims daily to provide you the best possible service. We will reimburse you within 14 working days upon receipt of a claim, provided all the required documentation is received. We will send you a letter/remittance advice regarding the settlement of your claim that will provide details of how your claim has been dealt with.
- 9.12 If the claim resulted from the wrongful actions of a third party, upon payment of benefits, we will be entitled to exercise our rights of subrogation in respect of recovery action against that party. This may entail legal proceedings issued in your name.

10. Rejection of Claims and Time Bar

- We are not liable after 12 (twelve) months have expired from the date of the occurrence that gives rise to a claim unless the claim is the subject of a pending court action between you and us,
- or is the subject of arbitration,
- or is a claim for sums which you may become legally liable to a third party.

10.1 Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you in terms of this Policy. We will not be responsible for any other costs relating to that claim. If you do not agree with our claims decision then the following options are available to you:

10.1.1 Complain to Hollard

If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our notice.

Your representation must be submitted to:

- PetSure: complaints@petsure.co.za
- Or
- Hollard Insure Complaints: hollardinsurecomplaints@hollard.co.za

10.1.2 Complain to Hollard's Internal Adjudicator

If you are still unhappy after contacting us, you may contact Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and independently.

- Email: oia@hollard.co.za
- Tel: 011 351 5652 (Weekdays between 8am and 5pm)
- Fax: 011 351 0801

10.1.3 Complain to the Ombudsman for Short Term Insurance

You may also send your complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the contact details set out below:

The Ombudsman for Short-term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900
Fax: 011 726 5501
Email: info@osti.co.za
Web: www.osti.co.za

10.1.4 Take legal action

You may take legal action against us within 270 days of the date that you received our notice. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim.

You may also choose to take legal action against us without first asking us to review our claim decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against us.

11. Paying your Premiums

11.1 Premium payment

- Your Policy will not operate until you have paid your premium. The premium is payable on the first day of each month.
- If you make changes to your Policy within the first 14 days from the start date of your Policy, you may need to pay an additional premium or you may be entitled to a refund.
- Claims will not be paid for any period which we have not received premiums.

You may choose to pay the premium:

- Monthly premiums are strictly payable via monthly direct debit order,
or
- Annual payments are paid by once off EFT.

11.2 Renewal

Your Policy will continue on a monthly basis unless cancelled, in writing, by either party under the cancellation provisions of the Policy.

11.3 Paying on the due date

Please note the following consequences of any failure to pay an instalment by the due date:

- If your instalment is not paid on the due date and remains in arrears for more than 14 (fourteen) days we may refuse any claim you make under this Policy, and
- If your instalment payment is not paid on the due date and remains in arrears for more than one month we may cancel your Policy without notification. No further claims will be received or paid under the Policy.

11.4 Amendments to your records

- If any of your banking or other personal details change, please ensure we are advised in writing by the 15th of the month of any changes to your billing/banking details prior to the due date of the next premium.
- All communications will be emailed to the email address you supplied; therefore it is essential for you to ensure that we have the correct email address for you at all times.

12. Cancelling your Policy

12.1 Your 14 day money back guarantee

- You may return your Policy to us within 14 (fourteen) days of the start date of your cover. This date is shown on your Certificate of Insurance.
- If we receive your request to cancel your Policy within the 14 (fourteen) day period, we will give you a full refund of all monies paid to us (less any taxes or duties that we are not able to refund).

- After the 14 (fourteen) day money back guarantee period ends, you still have cancellation rights under the Policy. These rights are documented below in Section 8.2 of this Policy.

12.2 How you may cancel

- You may cancel your Policy at any time by writing to us and telling us that you wish to cancel. We require one calendar month written notice of your intention to cancel. The one calendar month notice is effective from the 1st of the month. We will not backdate any cancellation dates or premium refunds, unless agreed in writing.
- We will only accept notices of cancellation given in writing via mail, email or fax and signed by you. (We will not accept cancellation notices given by telephone or by third parties).
- If you have paid an annual premium in full, and you have not made a claim against the Policy, we will refund any premium you have paid less an amount that covers the period for which you were insured. No monies are refunded if you have been paying your premium in monthly instalments.

12.3 How we may cancel

We may cancel your Policy if you:

- fail to comply with the Policy terms and conditions
- fail to pay your premium by the due date
- failed to comply with your Duty of Disclosure or misrepresented information when you entered into this insurance contract
- make a fraudulent claim
- fail in your Duty of Disclosure when making a claim under the Policy
- solicit your Vet to behave in a dishonest or fraudulent manner in respect of a claim under this Policy

If we cancel your Policy under this provision and you have paid the full annual premium, we will refund the unused portion of the premium you have paid provided no claims have been made against the Policy. We will notify you of such cancellation in writing.

12.4 Rejected Monthly Debit Order

Your Policy will be automatically cancelled should your monthly premium via debit order be rejected for the following reasons:

- If this is your second unpaid debit order within the last two months, your Policy will automatically be cancelled.
- If the rejection reason is of such a nature that we cannot debit your account next month, (irrespective of whether it is your first or consecutive unpaid debit order), your Policy will be cancelled, backdated to the last successful collection.
- If this is a new Policy, your Policy will automatically lapse.

13. Contact Details

For any information relating to your Policy please contact us on the following details:

Underwriter and Administrator The Hollard Insurance Company Ltd

Reg. No.	1952/003004/06
Postal Address:	PO Box 87419, Houghton, 2041
Physical Address:	22 Oxford Road, Parktown, 2193
Telephone:	(011) 351 1000
Claims:	claims@petsure.co.za
Membership:	membership@petsure.co.za
Complaints:	complaints@petsure.co.za