

# Your Policy Document

**Hollard.**  
equine direct

## Effective Date 1 March 2017

Hollard Equine Direct provides access to the best Veterinary care at reasonable monthly rates available for your horses.

### 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 an Insurance Policy underwritten by The Hollard Insurance Company Ltd. This product is brought to you by the Hollard Insurance Company and administered by PetSure (Pty) Ltd.

### What benefits am I entitled to?

Benefits are paid to the Insured and subject to the terms and conditions of the **Hollard Equine Direct** Policy Document and Benefits & Premium Schedule.

### Important points

All insured horses must have a completed Certificate of Health provided by a registered Veterinarian and must be older than 6 months on application for cover. 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.

### Definitions and interpretation

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

- **Accident or accidental** means a sudden, unforeseen, uncertain and fortuitous event causing injury to the horse.
- **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.
- **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, Benefits & Premium Schedule and Policy Document.
- **Cover** means the sections and limits of cover selected by you as shown on your Certificate of Insurance and Benefits & Premium Schedule.
- **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 shown on your Certificate of Insurance that you must pay towards a claim. An excess is deducted for each and every claim.
- **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 fee structure 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 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 specified on your Certificate of Insurance. The Policy period commences on the start date and terminates when the cancellation becomes effective.
- **Policy year** refers to the 12-month period between the anniversaries of the horse's joining date. Benefits renew on the anniversary of the horse's joining 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 drugs provided 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.
- **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.
- **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.
- **Waiting period** means the period between the start date of your horse's Policy and the date from which you may claim benefits for Accidental Injury, Illness or Routine Care as otherwise stated on your Benefits & Premium Schedule. You may claim for Accidental Injury conditions and Routine Care which arise one calendar month or longer after the start date of your Policy and two calendar months or longer after the start date of your Policy for Illness conditions.
- **We, our, us** means The Hollard Insurance Company Ltd, Reg No. 1952/003004/06 or their appointed underwriting agents or their authorised representatives.
- **You, your, yours** means the insured or Policyholder shown on your Certificate of Insurance.

## 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 Benefits & Premium Schedule 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. Your Certificate of Insurance and Benefits & Premium Schedule sets out the level of cover you have selected, the limits of cover, any specific exclusions in addition to the general exclusions set out in Section 3, the Policy period and the excess payable by you for claims.

## 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.

## 1. General conditions

- 1.1 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.
- 1.2 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.
- 1.3 The Insured shall provide proper care and attention of the insured horse at all times.
- 1.4 Further treatment may be covered as part of a course of treatments arising from a single claim. In the event that episodes of a recurring condition are initially treated as separate claims by the Insurers but that it subsequently becomes evident that such a condition is a chronic condition, then the Insurers reserve the right retrospectively to treat such condition as a chronic condition and to aggregate all payments made in respect thereof since the date the condition manifested so that Condition 1.6 shall apply once the aggregate payments reach the maximum benefit.
- 1.5 In the event of recurring or chronic conditions, the maximum benefit payable by the Insurers for these conditions will be restricted to the maximum benefit payable under the Benefits & Premium Schedule for the period in which such recurring or chronic conditions first became manifest.
- 1.6 In the event of the maximum benefits having been paid by the Insurers as a result of a recurring or chronic illness or condition the Insurers shall not be liable for any further payments for the condition during the Policy period or for such further periods of insurance as may be mutually agreed upon.

- 1.7 In the event of the Insured opting at renewal date to transfer the horse insured hereunder to a plan with higher benefits the maximum benefit payable in respect of any condition will be restricted to the maximum benefit payable under the first Benefits & Premium Schedule for the period during which such condition manifested.
- 1.8 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.
- 1.9 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 Benefits & Premium Schedule (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.
- 1.10 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.
- 1.11 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.
- 1.12 This Cover may be renewed by mutual consent subject to the terms and conditions required by the Insurers effective from such renewal.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 In the event of the Insured opting to transfer the horse insured hereunder to any other **Hollard Equine Direct** Policy, 3 (three) calendar month's written notice must be received by **Hollard Equine Direct** of such intention to transfer. Transfers are subject to the completion of a new application form and new underwriting rules.

## 2. Insured's obligations

- 2.1 Fully completed claim forms must be submitted and received by **Hollard Equine Direct** within 60 (sixty) days of the treatment date.
- 2.2 The actual itemised accounts (vet's invoice/s) and proof of payment/s must be presented.
- 2.3 The Insured authorises **Hollard Equine Direct** to obtain all Veterinary medical records to support the claim.
- 2.4 If required by the Insurers, the Insured agrees to submit the horse for examination by a qualified Veterinarian selected by **Hollard Equine Direct**.
- 2.5 On application a completed Certificate of Health provided by a registered Veterinarian in the previous 6 (six) months must be submitted to **Hollard Equine Direct** for the cover to be effective. This examination is for the Owner's expense.
- 2.6 The Insured shall take all reasonable precaution to protect the insured horse from aggravation of the injury or illness.
- 2.7 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.

### 3. General exclusions

**The Insurers shall not be liable for:**

- 3.1 Any horse less than 6 (six) months of age or older than 15 (fifteen) years of age at date of application.
- 3.2 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.
- 3.3 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.
- 3.4 Claims arising from, or as a result of any excluded condition, as specifically stated in your Certificate of Insurance.
- 3.5 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.
- 3.6 Claims under any benefit arising out of the use of the horse for laboratory testing or experimentation.
- 3.7 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.
- 3.8 Any claim arising, or treatment rendered, outside of South Africa except at the sole discretion of **Hollard Equine Direct**.
- 3.9 Any horse imported from outside of South Africa, except at the sole discretion of **Hollard Equine Direct**.
- 3.10 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.
- 3.11 Any claim for illness incurred during the first two months of cover, or any recurrence of that illness.
- 3.12 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.
- 3.13 Any excess applicable for each claim as shown in the Benefits & Premium Schedule.
- 3.14 Diagnostic tests for conditions excluded or limited by this Policy and complications of conditions excluded or limited by this Policy.
- 3.15 Claims for treatment and services provided by a non-registered Veterinarian or by persons other than a registered Veterinarian.

### 4. Exclusions and limitations

**Unless stated on your Certificate of Insurance this Policy will not pay for:**

- 4.1 Routine examinations or vaccinations or treatment you choose to have carried out that are not directly related to a covered illness or injury. This includes general health check-up's and preventative treatments such as routine deworming other than as provided for in the Benefits & Premium Schedule.
- 4.2 Congenital or Hereditary defects or diseases, or conditions directly caused by such defects and diseases.
- 4.3 Elective procedures unless the intention of such procedures have been notified to **Hollard Equine Direct** and consent has been given by them.
- 4.4 Castration or cryptorchidism.
- 4.5 Breeding, obstetrics, foaling or conditions relating to or resulting from breeding.
- 4.6 Boarding or transport expenses other than as provided for in the Benefits & Premium Schedule.
- 4.7 Special diets, vitamins, mineral supplements, grooming costs and dipping, products for tick control.
- 4.8 Preventable diseases including diseases preventable by vaccines.
- 4.9 Behavioural problems, training or therapy.
- 4.10 Dental work other than as provided for in the Benefits & Premium Schedule.
- 4.11 Non-essential hospitalisation.
- 4.12 Stabling, grazing, feeding and any costs for shoeing and the care for the horse's feet.
- 4.13 The cost of autopsy, disposal or burial of the horse.
- 4.14 Treatment your horse has received after the Policy period has ended.

- 4.15 The provision of medication/s that cover a period of more than 30 (thirty) days beyond the end date of the Policy.
- 4.16 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.
- 4.17 Treatment for any new pandemic disease.

## 5. Claims procedure

### What you need to do:

- 5.1 All claims must be submitted and received by us within 60 (sixty) days of the treatment being provided.
- 5.2 All claims must be submitted on a **Hollard Equine Direct** claim form, available on request from our office or can be downloaded from the **Hollard Equine Direct** website [www.hollardequinedirect.co.za](http://www.hollardequinedirect.co.za)
- 5.3 The itemised account (vet's invoice/s) and proof of payment/s must accompany the completed claim form.
- 5.4 Both you and the attending Vet must sign the claim form.
- 5.5 The attending Vet must complete the section on the claim form where designated.
- 5.6 Please ensure that the full diagnosis is included on the claim form and/or on the Vet invoice.
- 5.7 You must take all reasonable precautions to protect your horse from aggravating the illness or injury during the post-operative or recuperation period.
- 5.8 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. **Important Note:** Incomplete claim forms will be returned to you and this will result in delays in processing your claim.

### What we will do:

- 5.9 We will deal directly with you regarding settlement of the claim.
- 5.10 We will reimburse you, NOT the Vet.
- 5.11 We receive and process claims daily to provide you the best possible service.
- 5.12 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.
- 5.12 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.

## 6. 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.

If we decline liability for a claim made in terms of this Policy or avoid your Policy, representation may be made to us within 90 (ninety) days of the date of the letter of rejection or avoidance letter. Your representation must be submitted to PetSure or to the Ombudsman in writing.

The Ombudsman for Short Term Insurance  
Po Box 32334  
Braamfontein, 2017  
Phone: (011) 726 8900  
Fax: (011) 726 5501.

If your dispute is not satisfactorily resolved in this manner, you may institute legal action against us for the enforcement of the claim by way of the service of summons against us. Summons must be served on us within 180 (one hundred and eighty) days of the original letter of rejection or avoidance letter. If this is not done, your claim will prescribe and we will no longer be liable for the claim

## 7. Paying your premiums

### 7.1 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.

#### You may choose to pay the premium:

- Monthly premiums are strictly payable via monthly direct debit order from either your bank account or credit card, or
- Annual payments are paid by once off EFT payment or the once off payment can be taken directly from your credit card (subject to agreement with and acceptance by us).

If your financial institution dishonours your payment, this Policy will not operate and you will not be covered in the event of a claim. An administration fee of R25.00 (incl.VAT) is charged on all dishonoured payments. To avoid this happening, 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.

### 7.2 Renewal

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

### 7.3 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.

### 7.4 Your banking details

If any of your banking or other details change, or if your credit card is about to expire, 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.

### 7.5 Amendments to your records

Please notify us in writing, at your earliest convenience, of any change/s to the following:

- Your banking arrangements if you are paying your premium by direct debit from your bank account or your credit card.
- Your contact telephone numbers, email address, postal and physical addresses, title, name or if you wish to add or remove a horse from your Policy.
- 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.

## 8. Cancelling your Policy

### 8.1 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.

## 8.2 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.
- 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).
- 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 (plus any administrative costs) that covers the period for which you were insured. No monies are refunded if you have been paying your premium in monthly instalments.

## 8.3 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 (less any administration charges) provided no claims have been made against the Policy. We will notify you of such cancellation in writing.

### 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.

## 9. Contact details

The Hollard Insurance Company Ltd

Reg. No. 1952/003004/06

PO Box 87419, Houghton, 2041

Tel: (011) 351 1000

Underwriter's Agent and Administrator

PetSure (Pty) Ltd ("PetSure")

Reg. No. 1991/007261/07

Authorised Financial Services Provider Licence Number 9846

24 Wellington Road, Parktown, 2192

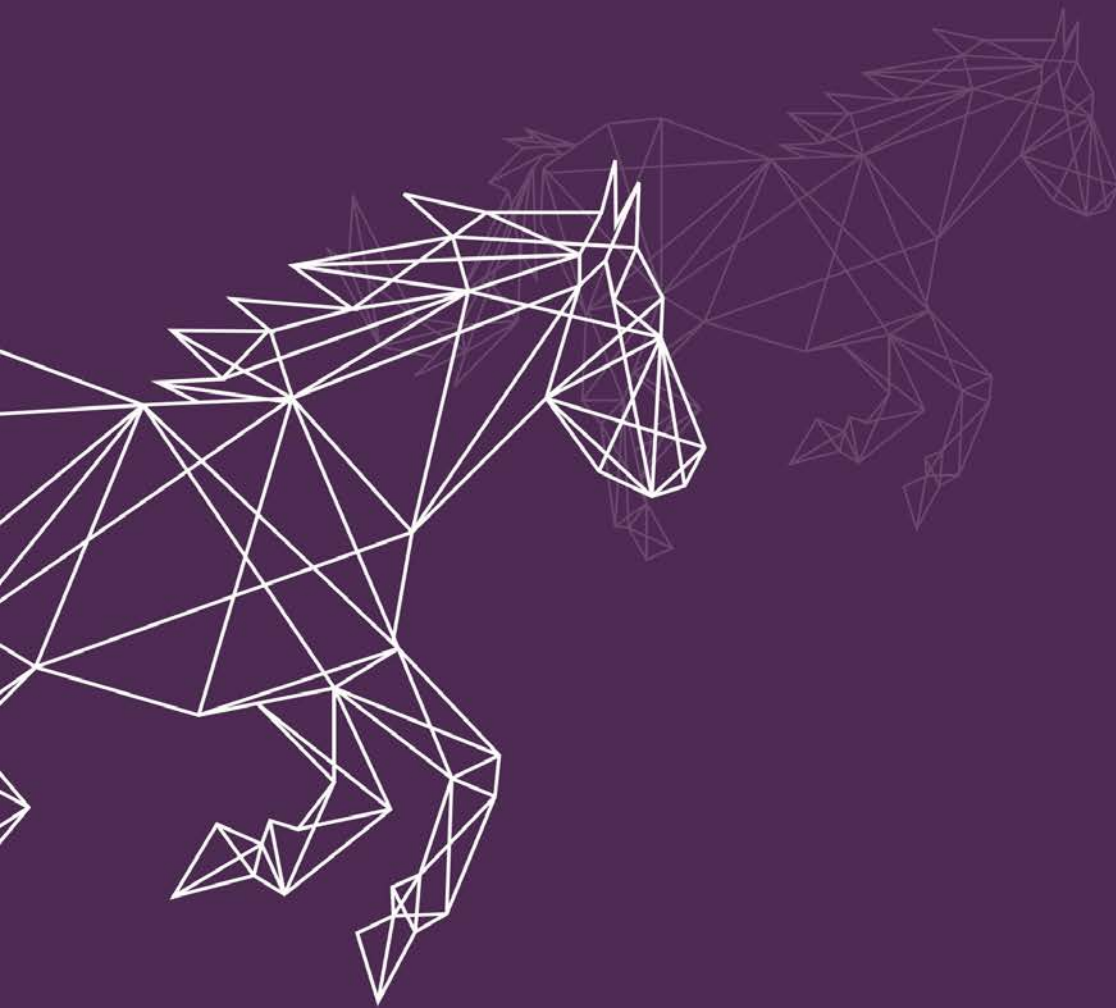
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Tel: 0860 738 787

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[www.petsure.co.za](http://www.petsure.co.za)



Administered by PetSure  
(Reg No 1991/007261/07),  
an authorised Financial Services Provider



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