

# Pet Insurance

Dog & Cat

Safety-Net Plans (Catastrophe 1 & 2)

Combined Financial Services Guide and Product Disclosure Statement (including Policy Wording)



# Dear Policyholder,

Thank You for considering insuring with Petcover, We would be delighted to have You and Your Pet as part of the Family.

We hope Your Pet is in the best of health, but rest assured, if You need Us we'll be there to help. We do all We can to make the claims process as quick and easy as possible so You can count on a prompt and caring service from Our experienced staff when You need it most.

The details of the cover the Policy provides are included in this booklet as well as useful information to make claiming as straightforward as possible.

Wishing You and Your Pet a happy and healthy time ahead.

The Petcover Team

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# Part 1: Financial Services Guide (FSG)

This combined Financial Services Guide (FSG) document and the Pet Insurance Product Disclosure Statement (which includes the **Policy** Wording) (PDS) that **You** have been given, aims to help **You** make an informed decision about the financial services and products **We** can provide to **You** as a retail client and together contain important information about:

- · The financial services We can offer You;
- · Who We act for in providing these services;
- · How We and other relevant persons are paid; and
- · How complaints are dealt with.

The Financial Services Guide (FSG) explains:

- · Our products and services;
- · Our remuneration; and
- · Other important information.

Please take the time to carefully read this FSG and keep it safely with **Your Policy** documents.

# **Information About Petcover's Services**

The PDS also contains information on the significant benefits and characteristics of the product and the standard terms, conditions, limits and exclusions of **Our** Pet Insurance cover to assist **You** in making an informed decision about whether to purchase it or not.

In this FSG "We, Our and Us" refers to Petcover Aust Pty Ltd ABN 97 117 476 990 AFSL No. 507143 of 1-3 Smolic Court Tullamarine Vic 3043 telephone 1300 731 324 which is authorised under its AFS Licence to provide advice on and deal in general insurance products, including Pet Insurance.

## Introduction

**We** aim to provide **You** with insurance products and services that protect **You** and/or enhance **Your Pet's** life. To help **Us** achieve this, it's important that **You** understand what **We** do as **Your** insurance agent.

**Our** FSG contains important information about the products and services Petcover Aust Pty Limited (**Petcover**) offers. It also explains how **We**, and **Our** representatives, may be remunerated and contains details of **Our** internal and external complaints handling procedures.

By engaging Petcover Aust Pty Ltd to provide insurance services, **You** are, in the absence of a formal written retainer agreement, agreeing to the delivery of **Our** services and to **Our** remuneration as described in this FSG.

If **You** are buying a Retail Product (as defined in the Corporations Act 2001), **We** will, if and when required, also give **You** a Product Disclosure Statement. This contains information on the product and its features to assist **You** in making an informed decision about whether or not to buy it.

If **We** give **You** personal advice about a Retail Product, which takes into account **Your** individual objectives, financial situations or needs, **We** will, if required, also give **You** a Statement of Advice. This contains the advice **We** have given, the basis of that advice and other information about **Our** remuneration and any relevant associations or interests which may have influenced the advice provided.

This FSG is also available on Our website www.petcovergroup.com/au.

# Who do We act for?

As an Agent acting under a binder from the Insurer, Sovereign Insurance Australia Pty Ltd ABN 85 138 079 286 AFS License Number 342516 **We** act to arrange to enter into insurance products on their behalf. Under **Our** binder agreement **We** also agree to handle and settle claims on the Insurer's behalf. For General insurance products provided as an insurance intermediary **We** will act on your behalf. **We** will tell **You** before or at the time if **We** are not acting for **You** in providing any part of **Our** service.

Any advice given to **You** about pet insurance will be of a general nature only and will not take into account **Your** personal objectives, financial situation or needs. **You** need to determine whether this product meets **Your Pet's** needs.

#### How You can instruct Us

You can give Us instructions by using the contact details set out in this FSG.

## Our products and services

As an insurance intermediary **We** are licensed to deal in and provide advice in relation to Pet Insurance and or general risk insurance products.

Under Our licence, amongst other things, We are able to:

- Arrange Pet Insurance and or general risk insurance products to help You protect against insurable risks;
- · Collect information that Insurers require from You;
- Where needed, provide You with information and advice about Pet Insurance and or general risk insurance products; and
- Assess and pay Pet Insurance Claims and where needed, assist You to make general insurance claims.

We will endeavour to arrange insurance that meets **Your** Pet Insurance and or **Your** general risks and needs. However, as it is **You** who best understands **Your** risks and needs **You** should always consider the appropriateness of any products **We** provide or any insurance **We** recommend to **You** before acting on **Our** recommendations. **We** also rely on **You** for the accuracy and completeness of information **You** provide to **Us**.

**Your Policy** documents (including policies and endorsements) contain the terms of **Your** cover, including the applicable limits, sub-limits and deductibles and **Your** obligations. **You** must read these documents carefully to ensure that the cover suits **Your** needs and so **You** understand and comply with **Your** obligations under **Your Policy(ies)**. Failure to do so may result in uninsured losses.

Finally, please note that **We** cannot guarantee the availability of insurance for **Your** particular risks or the solvency of Insurers.

## **Arranging Your insurances**

While cost is always important, the quality of insurance cover offered by a **Policy** is equally important. Insurance that does not match **Your** needs is worthless, however cheap the premium.

As one of Australia's leading Pet Insurance providers, **We** have many clients with similar Pets, businesses and situations with similar risks and needs. For these, **We** design and develop **Petcover** products which combine good pricing and quality cover from reputable Insurers.

**We** understand that Pet Insurance can be a complex area and not something that pet owners deal with every day. That is why **Our** employees who are involved in the sale of insurance products and services are Tier 2 qualified based on Financial Services Reform requirements. This enables them to provide **You** with meaningful advice and assistance when **You** need it.

## The people who provide Our services

We provide Our services using Petcover employees.

However, in some cases **We** may use "Authorised Representatives" or "Mere Referrers". "Authorised Representatives" are third parties who **We** have authorised to provide **You** and **Your Pet's** information to **Us** to allow **Us** to be able to provide **You** with Pet Insurance.

"Mere Referrers" are other third parties who **We** have authorised to provide **You** and **Your Pet's** information to allow **Us** to be able to provide **You** with Pet Insurance. They will only provide factual information and are not authorised to provide any advice.

**Our** Authorised Representatives and Mere Referrers are not employees and do not receive a salary. Instead they may be paid a percentage of the commission and/ or other part of **Our** remuneration for the financial services they provide. This percentage may be up to 10% of **Petcover's** renumeration.

The Authorised Representative or Mere Referrer's employees may receive salaries, bonuses and/ or company dividends in their own business depending on the nature of their employment. Bonuses may be linked to general overall performance, including sales performance and may include all or part of the commission received by the Authorised Representative or Mere Referrer.

The Authorised Representative or Mere Referrer, and/or its associates, may also receive other financial and non-financial incentives from **Petcover** for arranging **Your** pet insurance **Policy**. Such incentives may be dependent on a number of performance related or other factors and may include, for example, sponsorship of training events and conferences, marketing promotions and competitions.

# Information on Remuneration

#### Our remuneration

Unless We have advised otherwise, Our remuneration will comprise the following:

· A commission paid to Us by the Insurer.

**We** receive commission from the Insurer, each time **You** buy a **Policy**. It is calculated as a percentage of the Insurer's base premium (this is the premium less stamp duty, GST and other government taxes, charges and levies).

Commission paid to **Us** by the Insurer are rates of commission up to 30% of the premium (before taxes and statutory charges) for Pet Insurance. Commissions depend on the type of insurance. Different Insurers may pay different rates of commission.

In addition, We may also receive the following:

- A service charge for **Policy** invoicing, premium collection and remittance and for issuing
  policies and other insurance administration work. This charge will appear on **Your** invoice
  and may vary depending on the work involved and the commission **We** receive; and
- **We** may charge an additional administration fee for any change to the **Policy** that necessitates **Us** producing a further statement or invoice or a certificate of currency. **We** may retain this fee from any premium refund arising in connection with the **Policy** change.

Please note that **We** treat **Our** remuneration as fully earned when **We** issue **You** with a tax invoice, unless **We** have a written agreement with **You** that varies this statement.

**You** agree that **We** may retain all **Our** commission, fees and other remuneration in full in the event of any mid-term cancellation of a **Policy** or future downward adjustment of premium. **You** also agree that the Insurer and **Petcover** may offset such remuneration from any premium refund **You** are entitled to.

**We** want to be entirely transparent about **Our** remuneration so please ask **Us** if **You** want more information or have any questions.

Where **You** have been referred to **Us** by a third party, **We** pay them a fee, a proportion of **Our** commission or other appropriate merchandise. This does not increase the premium **You** pay to **Us**.

**We** pay **Our** staff and representatives an annual salary for their services and they may also receive bonuses or other incentives and rewards based on their performance relating to sales of products and other business criteria.

If **You** require further details about any of the above remuneration received by **Us**, please ask **Us** within a reasonable time after receiving this document and before **We** provide **You** with advice on or **We** issue **You** with Pet Insurance.

# Do We receive any other remuneration for Our service?

#### Interest

The law requires **Us** to pay **Your** premiums (and certain moneys paid to **Us** by Insurers for **Your** account) into a trust account pending payment to the Insurer. **We** are entitled to earn and retain interest on these monies. **Our** standard credit terms for premium payments are **fourteen (14) days. We** pay Insurers within the period dictated by the law or earlier if the Insurer requires.

**Petcover** and its staff may also receive non–monetary benefits from Insurers such as sponsorships of **Petcover** client functions and meals and entertainment. **Petcover** has and monitors compliance with a **Policy** that ensures that these do not create a conflict with **Your** interests.

Should **You** require further information regarding any of the above forms of indirect remuneration or benefits, please contact **Your Petcover** office.

# Conflicts of interest

Conflicts of interest may arise in circumstances where some or all of **Your** interests as **Our** client are, or may be, inconsistent with some or all of **Our** interests.

**We** have a conflicts of interest **Policy** and procedure, including training and monitoring, to ensure **We** are aware of and manage any conflicts of interest. **Our** company, staff and **Our** representatives must comply with this **Policy** and procedure.

Where a conflict is unavoidable, **We** will consult with **You** and manage the conflict in such a way as to avoid prejudice to any party.

# **Relationships and Associations**

We often work closely with a trade or industry association in developing and distributing certain insurance products. Sometimes these associations endorse the insurance product We offer to their members. We may pay part of Our remuneration or an agreed referral fee to an association for their assistance or endorsement.

**We** also have relationships with various Animal related businesses which, when they consider it appropriate, will recommend **Petcover** and **Our** Pet Insurance to their clients. **We** may pay part of **Our** remuneration or an agreed referral fee to these referrers in recognition of this introduction.

# Other important information

# **Compensation Arrangements Professional Indemnity Insurance**

**Petcover** have professional indemnity insurance which covers its products and services and the services provided by its representatives. In accordance with the requirements of the Corporations Act, Petcover Aust Pty Ltd maintains adequate Professional Indemnity Insurance. This insurance cover extends to claims in relation to **Our** conduct as an Australian Financial Services licence holder and **Our** employees and representatives both past and present, to compensate clients or their beneficiaries for loss or damage suffered if **We** provide negligent advice.

This insurance meets the requirements for compensation arrangements under s912B of the Corporations Act 2001 (Cth).

# **Premium and Invoice Calculations**

**We** adopt industry practice in calculating local statutory charges. All amounts referred to in **Our** invoices, unless stated otherwise, are to be treated as inclusive of GST.

# **Privacy Notice**

In this Privacy Notice, ' $\mathbf{We}$ ', ' $\mathbf{Our}$ ', ' $\mathbf{Us}$ ' means Petcover Aust Pty Ltd and Sovereign Insurance Australia.

# **Privacy**

We value the privacy of personal information and are bound by the Privacy Act 1988 when We collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the many financial services and products We and Our group of companies are involved in (including those outlined in this FSG). Further information about Our privacy practices can be found in Our Privacy Policy that can be viewed on the Petcover website at <a href="https://www.petcovergroup.com/au">www.petcovergroup.com/au</a>, or Sovereign Insurance Australia's website at <a href="https://www.petcovergroup.com/au">www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf</a> or alternatively, a copy can be sent to You on request. Please contact Your Petcover office or visit Our website at: <a href="https://www.petcovergroup.com/au">www.petcovergroup.com/au</a> if You wish to seek access to, or to correct, the personal information We collect or disclose about You.

# **International Transfers**

In providing **You** with insurance services, **We** may transfer **Your** personal and/ or sensitive personal information outside of Australia including UK, European Union and India. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/ or sensitive personal information.

# Information We process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us** and the Insurer, in compliance with the Privacy Act 1988 and its National Privacy Principles for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information. Information We process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

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In addition, personal information may contain sensitive personal information; this can be information about Your health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

# Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

## How We use Your information?

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- · Arrange and administer an application for insurance;
- · Manage and administer the insurance;
- · Investigate, process and manage claims; and/or
- · Prevent fraud.

## Who We share Your information with?

We may pass Your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other Insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Talanx Group of companies to:

- · Assess financial and insurance risks;
- · Recover debt;
- · To prevent and detect crime; and/or
- · Develop products and services.

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside the Talanx Group of companies except:

- · Where We have Your permission;
- · Where We are required or permitted to do so by law;
- · To other companies who provide a service to Us or You; and/or
- · Where We may transfer rights and obligations under the insurance.

# Why it is necessary to share information?

Insurance companies share claims data to:

- · Ensure that more than one claim cannot be made for the same personal
- · Injury or property damage;
- Check that claims information matches what was provided when the insurance was taken out;
- Act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- · Respond to requests for information from law enforcement agencies.

# Your rights

**You** have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact **Us** at the address listed within this notice, clearly stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If We do hold information about You, We will:

- · Give You a description of it;
- · Tell You why We are holding it;
- Tell You who it could be disclosed to; and
- Let You have a copy of the information in an intelligible form.

If some of Your information is inaccurate, You can ask Us to correct any mistakes.

# **Providing consent to process Your information**

By purchasing insurance products from **Us** and by providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other person.

**You** should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

# Collection and use of client information

#### How We use Your data

**You** have the right to request a copy of the personal data **We** hold about **You**. A small charge may apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know in writing.

**Petcover** gathers data containing information about its clients and their insurance placements, including, but not limited to: names, industry codes, policy types, and policy expiration dates, as well as information about the insurance companies that

provide coverage to its clients or compete for its clients' insurance placements. This information is maintained in one or more databases. **Petcover** may use or disclose information about its clients, if it is required to do so by:

- Foreign or Australian law:
- · Petcover policy;
- Pursuant to legal process; or
- In response to a request from foreign or Australian law enforcement authorities or other government officials.

In addition to being used for the benefit of **Petcover**'s clients, these databases also may be accessed by other **Petcover** affiliates for other purposes, including providing consulting and other services to Insurers for which **Our** Group of Companies may earn compensation.

Due to the global nature of services provided by **Our** Group of Companies, the information **You** provide may be transmitted, used, stored and otherwise processed outside the country where **You** submitted that information. If **You** have questions about **Our** Group data processing or related compensation, please contact **Your** local **Petcover** office.

# **General Insurance Code of Practice**

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry by promoting better communication between **Insurers** and **customers** and outlining a standard of practice and service to be met by **Insurers**.

**We** keenly support the standards set out in the Code.

**You** can obtain more information on the Code of Practice and how it assists **You** by contacting **Us**. Contact details are provided on the back cover of this document. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

# **Insurance Brokers Code of Practice**

Petcover Aust Pty Ltd is a member of the Steadfast Group Ltd. Both Petcover and the Steadfast Group Ltd subscribes to the Insurance Brokers Code of Practice and is bound by their Code of Practice (the Code).

The Insurance Broker's Code of Practice demonstrates the Australian insurance broking industry's professional commitment to its clients. The Code is administered by the Code Administration team at the Australian Financial Complaints Authority (AFCA). The Code applies to the relationship between Insurance Brokers and their clients. It describes key service standards that clients can expect from brokers, as well as an overview of the complaints and disputes handling process. The Code has been specifically developed by the National Insurance Brokers Association (NIBA) to be a user-friendly and helpful tool for both insurance brokers and their clients.

The objective of the Code is to build upon the professional competence in the insurance

broking profession, increase consumer confidence in insurance brokers and increase knowledge of the important role they play. The service standards outlined in the Code are also aimed at safeguarding self-regulation of the broking industry. To view a copy of the Code visit <a href="https://www.niba.com.au">www.niba.com.au</a>. The Code does not form part of any retainer **We** have with **You** and **Your** rights relating to any breach of the Code by **Petcover** are limited to remedies available under the Code.

# **Telephone Call Recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. This allows Us to check information You give Us and to verify information We have given You. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

# Service issues and complaints

**We** have in place a formal dispute resolution process, encompassing both internal and external dispute resolution.

**We** are committed to providing quality services to **Our** clients. This commitment extends to giving **You** easy access to people and processes that can resolve a service issue or complaint.

# **Making a Complaint**

**We** treat complaints very seriously and believe **You** have the right to a fair, swift, prompt and courteous service at all times. If **You** are dissatisfied with any aspect **Our** relationship, **You** may lodge a complaint. **Our** complaints process has three steps:

# **Immediate Response & Resolution**

Many concerns can be resolved immediately, or within a short amount of time. If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 1300 731 324 during normal office hours.

# **Internal Dispute Resolution**

If **We** are unable to resolve **Your** concern, immediately or within 2 days, we will escalate your concerns as a complaint to Petcover's Internal Dispute Resolution Team. **Your** complaint will be handled by a person with appropriate authority, knowledge and experience. **You** will be provided with the contact details of the person assigned **Your** complaint. **We** will make a decision about **Your** complaint within 30 calendar days, however **We** will aim to resolve **Your** complaint within 15 business days. **If We** are not able to resolve your complaint within 15 business days, **We** will escalate the matter to Sovereign Insurance Australia or give **You** the option to contact them yourself. Both these internal review processes will be completed within the 30 calendar days.

You may also contact the Internal Dispute Resolution team directly on: 1300 731 324 or via email idr.au@petcovergroup.com.

**You** may also contact Sovereign Insurance Australia, 263 Albany Highway, Victoria Park, WA 6100 or via email: <a href="mailto:complaints@sovereigninsurance.com.au">complaints@sovereigninsurance.com.au</a>.

# **External Dispute Resolution**

In the unlikely event that **Your** complaint is not resolved to **Your** satisfaction following **Petcover's** Internal Dispute Resolution Process, **You** may be able to take **Your** matter to the independent dispute resolution body, the Australian Financial Complaints Authority (AFCA).

AFCA resolves certain insurance disputes between consumers and **Insurers** and will provide an independent review at no cost to **You**.

 $\textbf{We} \ \text{are bound by the determination of AFCA but the determination is not binding on } \textbf{You}.$ 

## Contact details for AFCA:

Australian Financial Complaints Authority Telephone: 1800 931 678

Email: info@afca.org.au

GPO Box 3, Melbourne VIC 3000

**Petcover** Pty Ltd is a leading provider of Pet and Animal industry related insurances and risk services. It is part of **Our** Group of Companies, which is a global leader in the design and provision of insurance, reinsurance, risk and employee benefit services. **Petcover** meets the diverse and varied needs of **Our** clients through **Our** Animal industry knowledge, expertise and global resources.

If **You** have any questions about **Our** services or anything in this FSG, please contact **Petcover** on 1300 731 324.

# Part 2: Product Disclosure Statement (including Policy Wording) (PDS)

This Product Disclosure Statement ('PDS') which includes the **Policy** wording contains important information about **Your Pet** Insurance for Dogs and Cats and how it works.

## About this insurance

This is an important document. **You** should read it carefully before making a decision to purchase this insurance. It will help **You** to:

- · Decide whether this insurance will meet Your needs; and
- Compare it with other products **You** may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **Your** objectives, financial situation or needs.

You need to decide if this insurance is right for You and You should read all of the documents that make up the Policy to ensure You have the cover You need.

## Who is the Insurer?

Sovereign Insurance Australia (ABN 85 138 079 286 AFS License Number 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100 is the Insurer of the **Policy**.

Sovereign Insurance Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

#### Who is the Administrator

Petcover Aust Pty Ltd ABN 97 117 476 990 AFSL No. 507143, is the sole administrator of the **Policy**, acting under a binding agreement with the Insurer that authorises it to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints. **Petcover** can be contacted as follows, Head Office: 1-3 Smolic Court, Tullamarine VIC, 3043 Ph: 1300 738 225.

In arranging this insurance **Petcover** acts as agent for Sovereign Insurance Australia and not as **Your** agent.

# Our contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between **Us** and **You** (see the definition of **You**' for details of who is covered by this term). The **Policy** consists of:

- This document which sets out the standard terms of **Your** cover and its limitations;
- The relevant Certificate of Insurance issued by Us. The Certificate of Insurance is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your Certificate of Insurance are insured. If the Policy is varied during the Period of Insurance We will send You an updated Certificate of Insurance taking into account the variations; and
- Any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) specified before entry into the contract or where required or permitted by law. These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that **You** are satisfied with the cover. All **Policy** documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

# What is covered?

Where We have entered into a Policy with You, We will insure You for:

- · Loss or damage caused by one or more of the covered insured events; and
- The other covered benefits, as set out in the Policy occurring during the Period of Insurance.

Other persons may be entitled to cover, but only if specified as so entitled and limited only to the extent and interest specified.

# **Terms and Conditions**

Cover under this **Policy** is provided on the basis:

- That You have paid or agreed to pay Us the premium for the cover provided; and
- Of the verbal and/or written information provided by You which You gave after having been advised of Your Duty not to make a Misrepresentation either verbally or in writing.

If You failed to comply with Your Duty not to make a Misrepresentation or have made a misrepresentation to Us, We may be entitled to reduce Our liability under the Policy in respect of a claim and/or We may cancel the Policy to the extent We are prejudiced by Your failure. If You have told Us something which is fraudulent and it is related to Your Policy and the cover provided, We may also have the option of avoiding the Policy (i.e. treating it as if it never existed).

**Your** Duty not to make a Misrepresentation and the consequences of non-disclosure, are set out under the heading **Your** Duty not to make a Misrepresentation,' below.

# Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on pages 22, 23, 24, 25 and 26 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the **Policy** when used or in the other documents making up the **Policy**.

Headings are provided for reference only and for interpretation purposes and do not form part of the **Policy**.

# Your obligation to comply with the Policy terms and conditions

**You** are required to comply with the terms and conditions of the **Policy**. Please remember that if **You** do not comply with any term or condition, **We** may (to the extent permitted by law) decline or reduce any claim payment and/or cancel the **Policy**.

If more than one person is insured under the **Policy**, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the **Policy** to the extent **We** are prejudiced by **Your** non-compliance.

## Your Duty not to make a Misrepresentation

**You** must take reasonable care not to make a Misrepresentation to **Us**. This responsibility applies until **We** issue **You** with a **Policy** for the first time or agree to renew, extend, vary/change, or reinstate **Your Policy**.

You must answer **Our** questions honestly, accurately and to the best of **Your** knowledge. A Misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not Misrepresentation if **You** do not answer a question or if **Your** answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a Misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a Misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above **Duty**, **We** may reject or not fully pay **Your** claim and/ or cancel **Your** Policy. If the Misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

# Who does the duty apply to?

The Your Duty not to make a Misrepresentation applies to **You** and everyone that is an insured under the **Policy**. If **You** provide information for another insured, it is as if they provided it to **Us**.

# What happens if the Your Duty not to make a Misrepresentation is not complied with?

If the Your Duty not to make a Misrepresentation is not complied with **We** may cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

# What type of insurance is this?

Subject to the **Policy** terms and conditions (including exclusions and limits), this **Policy** covers the cost of **Veterinary Fees** if **Your Pet** is injured or becomes ill. Providing **You** renew

Your Policy each year and continue to pay the premium, the Policy will give You continuous Veterinary Fees cover for ongoing or long-term Conditions, providing the Injury first happened after You obtained cover, or the Illness first showed Clinical signs, after You obtained cover and the conclusion of the thirty (30) day Waiting Period.

# When does my Policy begin?

The Policy will begin at 11:59 PM on the day you sign up to the policy.

# How long does my Policy run for?

The **Policy** will remain in force for **twelve** (12) **months** from the date it starts and for any period which **You** renew unless cancelled earlier by **You** or **Us** in accordance with the terms of the **Policy**. The Policy will end or renew at **11:59 PM** on the same date, **twelve** (12) **months** later, that the policy began or was renewed.

# **Policy Summary**

Please note that this is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the summary.

You need to read the full terms, conditions and exclusions of the Policy and the Certificate of Insurance which specifies the options taken for a full explanation of the cover provided under the Policy.

# Applying for cover - Eligibility

Eligible cats or dogs can be covered from the age of 8 weeks and before their ninth (9th) birthday. **Select Breeds**, as defined under Definitions, are eligible for cover from the age of 8 weeks and before their 5th birthday. **Your Cat** or **Dog** must live in Australia.

The following dogs are not eligible for cover:

- · Dogs used for security, guarding, track racing or Coursing;
- Breeds of dogs that are listed as banned by any Australian State or Territory Government, public or local authority; and/or
- Dogs that are a cross breed with either a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid, or any other breed advised to **You** when **You** apply for cover. This list may be modified from time to time and **We** will notify **You** in writing.

Other eligibility criteria may apply and **We** will tell **You** what they are when **You** apply for this insurance.

Subject to the **Policy** terms and conditions (including limits and exclusions), the following benefits are provided under the **Policy**:

benefits are provided under the <b>Policy</b> :			
COVER SUMMARY	COVER SUMMARY		
Veterinary Fees	We will pay the cost of Veterinary Fees incurred by You for Veterinary Treatment provided during the Period of Insurance to treat Your Pet's Injury or Illness, including Veterinary Fees incurred during Journeys in the Agreed Countries. We will also cover the cost Physiotherapy provided during the Period of Insurance when carried out by a registered Physiotherapist with post-graduate qualifications in animal/veterinary physiotherapy or a member of the Australian Physiotherapy Group (APG), following a veterinary referral.	The Maximum Benefit We will pay for Injury and Illness for all Treatment types is shown on Your Certificate of Insurance.	
Excesses	If You need to make a claim under this Policy, You may be required to pay an Excess. Your Excess will depend on the product You choose, where You live and the breed and age of Your Pet. For full details, please refer to the terms and conditions of the Policy and Your Certificate of Insurance.		

# **OPTIONAL BENEFIT COVER SUMMARY**

Third Party Liability (Dogsonly) **We** will cover **Your** Legal Liability for payment of compensation in respect of:

- Death, bodily injury or illness; and/ or
- Physical loss of or damage to property occurring during the Period of Insurance and which is caused by an Accident involving Your Dog.

The Maximum Benefit We will pay for this benefit is shown on Your Certificate of Insurance.

# **Policy Benefits**

Unless otherwise indicated in the **Policy**, the amounts shown below are the **Maximum Benefits** that **We** will pay to **You** under the **Policy** in relation to a **Period of Insurance**.

PLANS	Catastrophe 1	Catastrophe 2
Umbrella for Life	✓	✓
Veterinary Fees (for Treatment of Injury, Accident or Illness)	Up to \$5,000  Annual Benefit Limit  (As shown in the  Certificate of Insurance.)	Up to \$10,000  Annual Benefit Limit  (As shown in the  Certificate of Insurance.)
Benefit Percentage back on Eligible Vet Fees (under 8 years of age)	100%	100%
Veterinary Fees Fixed Excess Options	\$450 or \$900	\$450 or \$900
Waiting Periods (for Illness)	30 Days	30 Days
Vet Consults (per policy year)	Up to \$400	Up to \$400
Cruciate Ligament, Patella Luxation, Hip Dysplasia or Osteochondritis Dissecans (OCD) Treatment (per policy year)	Up to \$1,500	Up to \$3,000
Skin Treatments (per policy year)	Up to \$500	Up to \$500
Cancer Treatments (per policy year)	Up to \$2,500	Up to \$5,000
Brachycephalic Airway Obstruction	<b>Up to \$3,000</b> 365 day Waiting period	<b>Up to \$6,000</b> 365 dayWaiting period
Multi-pet Discount	3+ eligible pets	3+ eligible pets

## OPTIONAL EXTRA BENEFIT - THIRD PARTY LIABILITY

Third Party Liability Cover Up to \$1,000,000

(Any one loss occurrence.)

Up to \$1,000,000
(Any one loss occurrence.)

The benefit **Third Party Liability** is an **Optional Extra Benefit** under the **Catastrophe Cover** and may not be included in cover for **Your Pet**.

\*\*Please note, **Your Pet** will only be covered for **Third Party Liability** as an **Optional Extra Benefit** if **You** have selected the cover option and have paid an additional premium and it is shown on **Your** Certificate of Insurance.

# **Excesses and Contributions**

#### Fixed excess

A fixed excess is the amount, as listed on your certificate of insurance (COI), which is withheld by Petcover, for claims made against each condition, in each separate policy period.

If the condition is ongoing and spans across multiple policy periods, the fixed excess will need to be paid again for any treatment which was performed in the new policy period.

# **Age Contribution**

The age contribution is a percentage of the claimable amount, applied after the fixed excess and the co-payment/share excess (if applicable), that is withheld by Petcover when the claim is settled.

An age contribution of 20% is automatically applied to the policy upon renewal after you pet turns 8 years for our standard breeds and 4 years of age for our select breeds.

An age contribution of 35% is automatically applied to the policy upon renewal after you pet turns 10 years for our standard breeds and 7 years of age for our select breeds.

#### Costs

The premium payable by **You** will be shown on **Your** tax invoice. **We** take into consideration a number of factors in settling premiums. The base premium **We** charge varies according to **Your** risk profile (e.g. the breed, age, gender and location of **Your Pet**, **Our** claims experience, **Your** individual claims experience, the increased costs of doing business and any events that impact the insurance industry).

**You** will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges of which **We** tell **You**. These amounts will be set out separately on **Your Certificate of Insurance** (or tax invoice) as part of the total premium payable.

Minimum premiums may apply. In some cases discounts may apply if  $\bf You$  meet criteria  $\bf We$  set.

When **You** apply for this insurance, **You** will be advised of the total amount payable, when it needs to be paid and how it can be paid. If **You** fail to pay **We** may reduce any claim payment by the amount of premium owing and/or cancel the **Policy**. Special rights and obligations apply to instalment premium payments as set out below.

The amount **You** pay for **Your** premium includes Commission paid to **Petcover**. If a person has referred **You** to **Us**, **We** may pay them a part of the amount that relates to Commission. This will not increase the amount **You** pay **Us**.

# **Payments by Instalments**

If **You** pay **Your** premium by instalments refer to the 'General **Policy Conditions**' applicable to all sections for important details on **Your** and **Our** rights and obligations. Note that an instalment premium outstanding for fourteen (14) days or longer may allow **Us** to refuse to pay a claim.

# Goods and Services Tax (GST)

All monetary limits in the **Policy** are inclusive of GST. In the event of a claim, if **You** are not registered for GST, **We** will reimburse **You** the GST component in addition to the amount **We** pay **You**. If **You** are registered for GST, **You** will need to claim the GST component from the Australian Taxation Office.

You must advise Us of Your correct input tax credit percentage where You are registered as a business and have an Australian Business Number. You are liable to Us for any GST liability We incur arising from Your incorrect advice.

# Your cooling-off period and Cancellation rights

You have a cooling off period of **twenty-one** (21) **days** from the date **You** purchased the **Policy**. During this period **You** can return the **Policy** and receive a refund of any premium paid, provided **You** have not exercised right or power under the **Policy** (e.g. made any claim) or the **Period of Insurance** has not ended. **You** cannot return **Your Policy** during the cooling off period if a claim has been made.

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel by contacting **Us** at: Petcover Aust Pty Ltd, 1-3 Smolic Crt, Tullamarine VIC, 3043 or email to <u>info.au@</u> petcovergroup.com.

**We** may deduct from **Your** refund amount any reasonable administrative and transaction costs incurred by **Us** that are reasonably related to **You** buying and cancelling the **Policy** and any government taxes or duties **We** cannot recover.

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to 'General Conditions'. Cancellation on pages 28 and 29, for full details).

# How do I make a claim?

We will not guarantee on the phone if We cover a claim under the Policy. You must send Us a claim form that has been properly filled in. We will then communicate Our decision with You.

You can notify Us of a claim and obtain a claim form by calling 1300 731

324 or emailing <a href="mailto:claims.au@petcovergroup.com">com</a>. Alternatively, if You already have a claim form or have downloaded a claim form from Our Website at <a href="http://www.petcovergroup.com/au/claims">http://www.petcovergroup.com/au/claims</a>. You can notify Us by sending the completed claim form to: Petcover Claims Centre, 1-3 Smolic Court, Tullamarine, VIC 3043.

#### **General Insurance Code of Practice**

The General Insurance Code of Practice was developed by the Insurance Council of **Australia** to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

**We** keenly support the standards set out in the Code. **You** can obtain more information on the Code of Practice and how it assists **You** by contacting **Us**. Contact details are provided on the backcover of this document.

# **Delivery of Your Policy Documents**

Unless **We** tell **You** otherwise or **We** tell **You** it is no longer suitable **We** will send **Your Policy** documents and **Policy** related communications electronically. This includes email and/or other methods of electronic communication. **You** will need to provide **Us** with **Your** current email address and **Your** mobile phone number. Each electronic communication will be deemed to be successfully received by **You** on the transmission date recorded in **Our** systems. Where **We** deliver **Your Policy** documents and **Policy** related communications by mail in printed form all such communications will be deemed to have been successfully delivered once mailed by **Us** to **Your** last notified postal address.

# **Updating this PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy, (however a charge may be required for this), by contacting Us using Our details on the back cover of this PDS). Other documents may form part of Our PDS and the Policy (for example Certificate of Insurance, Supplementary PDSs and/or endorsements). If they do We will tell You in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

## Further information and confirmation of transactions

If **You** require further information about this insurance or wish to confirm a transaction, please contact **Us**.

# **Your Pet Insurance Policy - Details**

Details of **Your Pet's** cover are outlined in the **Policy** and the **Certificate of Insurance**. There are four (4) sections of cover, but please be aware that some of the sections of cover may not be automatically provided and as such may not be included in the **Policy**. Cover under a section is only provided to **You** if it is shown as covered on **Your Certificate of Insurance**. **We** recommend **You** check **Your Pet's** cover and contact **Us** as soon as possible if this is not as expected. Benefits do not accumulate across **Policy Periods**. The **Policy** benefits will expire at the end of each **Policy Period**. **Your** rights and duties under the **Policy** cannot be transferred without **Our** prior written consent

These Terms and Conditions are part of **Your** insurance contract. The other parts are **Your Certificate of Insurance**, and **Your** written, internet or telephone application. To understand exactly what **Your** insurance contract covers **You** must read **Your Certificate of Insurance**, together with all other documents that make up **Our** contract with **You**.

# When interpreting these Policy Terms and Conditions:

- References to the singular include the plural and vice versa, and to the masculine include the feminine and vice versa; and
- · Monetary references are in Australian dollars.

Note: The Benefit Limit is subject to any applicable Excess.

# **Definitions**

If **We** explain what a word means, that word has the same meaning wherever it appears in the **Policy**. For ease, **You** will see that these words appear in bold throughout.

12 months	me	ans a consecutive	period of 365 days.	
Accident	occuminatti as tra tim	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All <b>Accidents</b> consequent upon or attributable to one source or original cause are treated by <b>Us</b> as one <b>Accident</b> . This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time.  For the sake of clarity, the following <b>Conditions are not considered Accidents</b> : luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).		
Age Contribution				
			Age of Pet	Age Contribution
		D	8+ years	20%
		Dogs	10+ years	35%
		Select Breed Dogs	4+ years	20%
			7+ years	35%
			8+ years	20%
			10+ years	35%
Another Country/ Or Other Countries	apı	means any Australian Quarantine & Inspection Service (AQIS) approved Countries from which a dog or cat can return to <b>Australia</b> from.		
Australia	me	eans Commonwea	lth of <b>Australia</b> .	
Certificate of Insurance	on pro	means the relevant <b>Certificate of Insurance We</b> issue including on renewal or variation of the <b>Policy</b> containing details of the cover provided under the <b>Policy</b> , including any exclusions and other specific insurance details that <b>We</b> have applied to <b>Your</b> cover.		
Clinical sign(s):		eans change(s) in		I healthy state, its bodily

Condition	means any <b>Condition</b> that causes discomfort, dysfunction, distress, including <b>Injuries</b> , disabilities, disorders, <b>Clinical signs</b> , syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the <b>Pet</b> afflicted.  Conditions are separated based on the body system affected and the treatment provided.  If multiple parts of the body have been affected secondary to an illness, we may split these secondary conditions into their own separate claims if the treatments required for the secondary conditions do not overlap. An example can be seen on page xx.  For an injury, all body systems directly affected as a result of the injury will be considered under the single condition.
Chiropractic Manipulation	means <b>Chiropractic Manipulation</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal Chiropractor.
Elective Treatment, diagnosticor procedure	means a surgery or <b>Treatment</b> that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet's</b> survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> . <b>Treatment</b> or <b>Surgery</b> includes, but is not limited to, de-sexing, spaying or castration, microchipping, grooming and de-matting, cosmetic or aesthetic surgery, or <b>Elective</b> surgery including but not limited to dew-claw removal, prescription diet foods, and any <b>Treatment</b> not related to an <b>Injury</b> , <b>Illness</b> or trauma. <b>Elective</b> surgery or <b>Treatment</b> that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet's</b> survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> , or any <b>Treatment</b> , diagnostic or procedure <b>You</b> request, which the <b>Vet</b> confirms is not necessary to treat an Injury or <b>Illness</b> is considered <b>Elective Treatment</b> .
Excess	means the amount(s) shown on Your Certificate of Insurance that You must pay for each unrelated Condition for a claim made under Your Policy per Policy Year.  Veterinary Fees Excesses may be either: The Fixed Excess only; or The Fixed Excess and the Co-Payment.
Experimental Therapies & treatments	Means any medication and / or treatment that is either:  a. Not registered by the Australian Pharmaceuticals and Veterinary Medicines Authority (APVMA), or  b. Registered with the Therapeutics Goods Administration (TGA) only, and the efficacy and safety of the medication has not been established in the species of animal it is being used in by the veterinarian.
Family	means <b>Your Immediate Family</b> and, grandparents, brothers, sisters, grandsons, and/or granddaughters including <b>Family</b> of step and defacto relationships.
Goodbye Cover	means help for <b>You</b> to cope with the financial costs of giving <b>Your Pet</b> an appropriate goodbye.
Home	means the place in <b>Australia</b> where <b>You</b> usually live.
Illness	means an unhealthy state, condition, ailment, affliction, sickness, disease, disorder, defect, syndrome or abnormality that causes pain, dysfunction, or distress and that is not due to an external <b>Injury</b> .

Illness which starts in the first 30 days of cover	means an <b>Illness</b> that:  Showed <b>Clinical signs</b> ,
30 days of cover	<ul> <li>Is the same as, or has the same Clinical signs or diagnosis as an Illness that showed Clinical signs;</li> </ul>
	<ul> <li>Is caused by, relates to, or results from, a Clinical sign that first occurred, or an Illness that, showed Clinical signs,</li> </ul>
	• In the first <b>thirty (30) days</b> of:
	Your Pet's first Policy Year, or
	Any additional section added to <b>Your</b> insurance.
	No matter where the <b>Illness</b> or <b>Clinical signs</b> occur or happen in, or on, <b>Your Pet's</b> body. The <b>thirty (30) day</b> Waiting Period will cease at 00.01 on the <b>thirty-first (31) day</b> of cover under this <b>Policy</b> .
Immediate Family	means spouse, civil partner, life partner, partner, defacto partner, parents, sons and daughters, including <b>Family</b> of step and/or defacto relationships.
Injury	means a physical <b>Injury</b> or trauma caused immediately, solely and directly from an <b>Accident</b> . This does not include any physical <b>Injury</b> or trauma that happens over a period of time or is of a gradual nature.
Journey	means travel from <b>Your Home</b> within <b>Australia</b> or any of the <b>Agreed Countries</b> undertaken during the <b>Period of Insurance</b> for a maximum of ninety (90) days for all journeys in the <b>Period of Insurance</b> . This includes the duration of <b>Your</b> holiday or business trip and any travel, in and between <b>Australia</b> and an <b>Agreed Country</b> and return <b>Journeys</b> to <b>Your Home</b> .
Maximum Benefits	means the most <b>We</b> will pay for the relevant level of cover <b>You</b> have chosen during the <b>Period of Insurance</b> as set out in the <b>Certificate of Insurance</b> , subject to exclusions of the <b>Policy</b> and subject to the <b>Policy Aggregate</b> less the applicable <b>Excess.</b>
Member of a Veterinary Practice	means any person legally employed by a <b>Veterinary Practice</b> under a contract of employment, other than a <b>Vet</b> who may be the Insured under this <b>Policy</b> .
Our Vet	means any <b>Vet</b> appointed or engaged by <b>Us</b> to carry out <b>Treatment</b> to <b>Your Pet</b> or discuss <b>Your Pet's Treatment</b> with <b>Your Vet.</b>
Petcover *	means the Administrator of this Policy with <b>You</b> and who acts on behalf of the <b>Insurer</b> . <b>Petcover</b> Is a Registered Trade Mark, and Products sold under this Trade Mark in Australia are sold exclusively by Petcover Aust. Pty Ltd under Licence from Petcover Limited.
Pet Immigration Rules	means a system that allows pet owners in <b>Australia</b> to take their pets to <b>Another Country/ Or Other Countries</b> and bring them back to <b>Australia</b> without the need for quarantine.
Policy	means this document and the <b>Certificate of Insurance</b> and any other documents <b>We</b> issue to <b>You</b> which are expressed to form part of the <b>Policy</b> terms, which set out the cover <b>We</b> provide for the <b>Period of Insurance</b> . For the sake of clarity, it does not include any prior <b>Policy</b> that this is a renewal of or any future <b>Policy</b> that is a renewal of this <b>Policy</b> .
Policy Year	means the time during which <b>We</b> give cover as shown on <b>Your Certificate of Insurance Policy</b> details. This is normally twelve (12) months but may be less if <b>Your Pet</b> has been added to, or cancelled from, <b>Your</b> insurance.

# Period of Insurance

means the time during which **We** give cover as shown on **Your Certificate of Insurance.** It does not refer to any prior **Period of Insurance** if the **Policy** is a renewal of a previous **Policy** or any future **Period of Insurance** for any **Policy You** may enter into with **Us** upon renewal. Each **Period of Insurance** is treated as separate. This is normally twelve (12) months but may be less if **Your Pet** has been added to **Your Insurance** or it has been cancelled.

# Pre-Existing Condition(s)

means any **Condition(s)** or symptom(s), sign(s) or **Clinical sign**(s) of that **Condition, Injury** or **Illness** occurring or existing in any form that;

- a. Has happened or first showed Clinical signs;
- Has the same diagnosis or Clinical signs as an Injury, Illness or Clinical sign Your Pet had; or,
- Is caused by, relates to, or results from, an Injury, Illness or Clinical sign Your Pet had occurring or existing:
  - Before Your Pet's cover started, or prior to the Policy commencement date;
  - · During the thirty (30) day Waiting Period; or
  - Before the section was added to Your insurance.

This applies no matter where the **Injury, Illness** or **Clinical sign(s)** occurred or happen in, or on, **Your Pet's** body. This is regardless of whether or not **We** place any exclusion(s) for the **Injury/Illness.** 

For the avoidance of doubt when referring to Pre-Existing Conditions, where **Your Pet** has a Condition affecting a part of its body of which it has two, including, but not limited to eyes, ears, patella's (knees), cruciate ligaments, both instances of the **Condition** will be excluded from cover if either of the parts of the **Pet's** body were affected by the **Condition** before **Your Pet's** cover started, or prior to the **Policy** commencement date.

# Routine or Preventative Treatment

means care or **Treatment** such as check-ups and procedures that are designed to prevent future **Illnesses** from occurring rather than treating existing **Illnesses**. These include but are not limited to annual physical examinations and check-ups, vaccinations, heart worm prevention medication; tick treatment; flea treatment; and other internal/external parasite prevention; dental check-ups and dental scale & polish or teeth cleaning, removal of misaligned or retained deciduous teeth.

# **Related Conditions**

means a **Condition** that even though it has shown first signs or symptoms during the **Policy Period** (outside of the **Waiting Period**), it is considered to be a **Pre-existing Condition** if it has the clinical symptoms, diagnostic classification or results from the same disease process as a **Pre-existing Condition** regardless of the number of areas of **Your Pet's** body affected.

For example: if **Your Pet** suffers from arthritis in its legs prior to the Commencement Date of the **Policy** or during the **Walting Period**, all future occurrences of arthritis for example in the back or neck, will be considered to be **Related Conditions** and will not be covered.

# Recurring Condition

means a **Condition** that is curable but may relapse repeatedly with intervals of remission in between.

Select Breed(s)	means Bandog, Bavarian Mountain Hound, Bergamasco Shepherd
	Dog, Briard, Blood Hound, Boerboel, Beauceron, Bernese Mountain Dog, Bracco, All Bulldogs (i.e. English, American, Australian, Miniature, etc.), Bull Arab, Deerhound, Dogue de Bordeaux, Entlebucher Mountain Dog, Estrela Mountain Dog, Grand Blue De Gascoigne, Great Dane, Greater Swiss Mountain Dog, Hamiltonstovare, Hungarian Kuvasz, Irish Wolfhound, Komondor, Maremma Sheepdog, Leonberger, All Mastiff Breeds, Newfoundland, Old English Sheepdog, Polish Lowland Sheepdog, Pyrenean Mountain Dog, Rottweiler, Russian Black Terrier, Shar Pei, St Bernard or any crosses of these breeds. (We may modify this list from time to time).
Thind Dante.	Insurance to find out if Your Pet is a Select Breed.
Third Party Liability (Dogs Only) - Optional Extra Benefit	means with this cover, <b>We</b> will cover <b>Your</b> Legal Liability for payment of compensation in respect of:  Death, bodily injury or illness; and/or  Physical loss of or damage to property occurring during the <b>Period of Insurance</b> and which is caused by an <b>Accident</b>
	involving <b>Your Dog</b> .  If <b>You</b> have selected this <b>Optional Benefit</b> and paid an additional <b>Premium</b> , the Benefit Limits applicable, is shown on <b>Your Certificate of Insurance</b>
Travel Documents	means the Pet's Import Permit issued by AQIS, any Vaccination Certificates and/or Certificate for <b>Treatment</b> against parasites issued for <b>Your Pet</b> under the Regulations for taking a pet to <b>Australia</b> .
Treatment	means reasonable <b>Veterinary Treatment</b> and customary examinations, consultations, hospitalisation, surgery, x-rays, medication, diagnostic tests, nursing and other care and procedures provided by a vet to relieve or cure a disease, <b>Illness</b> or <b>Accidental Injury</b> during the <b>Policy Period.</b>
Umbrella for Life Policy	means with this cover <b>You</b> can continue to claim for the <b>Treatment</b> for on-going <b>Illness</b> or <b>Injuries</b> throughout <b>Your Pet's</b> lifetime, provided <b>You</b> renew the <b>Policy</b> annually without a break in cover and pay the required premium.
Vet	means a registered Veterinarian, Specialist Veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in <b>Australia</b> , other than a <b>Vet</b> who may be the Insured.
Veterinary Fees	means the amount $\mbox{\it Vets}$ charge for the care and treatment they provide.
Veterinary Practice	means any veterinary service provided by a veterinary organisation or business.
Veterinary Treatment	means the cost of the following when required to treat an <b>Illness</b> or <b>Injury</b> ,  • Any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a <b>Vet</b> , a Veterinary Nurse or another <b>Member of a Veterinary Practice</b> under the supervision of a <b>Vet</b> ; and  • Any medication legally prescribed by a <b>Vet</b> .  • Not otherwise excluded under this <b>Policy</b> .

Waiting Period	means a period of <b>thirty (30) days</b> starting from the commencement date of the <b>Policy</b> (excluding renewals) as shown on <b>Your Certificate of Insurance</b> during which an <b>Illness</b> or <b>Condition</b> that first occurs or shows <b>Clinical signs</b> will be excluded from Cover unless otherwise stated on <b>Your Certificate of Insurance</b> . The <b>thirty (30) day Waiting Period</b> will cease at 00.01 on the <b>thirty- first (31) day</b> of cover.
	Other Waiting Periods apply for the following:
	Cruciate Ligament Disease <b>Waiting Period</b> means a period of six (6) Calendar months or one hundred and eighty (180) days starting from the commencement date of the <b>Policy</b> , as shown on <b>Your Certificate of Insurance</b> during which Cruciate Ligament <b>Illness</b> or <b>Condition</b> first occurs or shows Clinical signs will be excluded from Cover unless otherwise stated on <b>Your Certificate of Insurance</b> . The one hundred and eighty (180) days Waiting Period will cease at 00.01 on the one hundred and eighty first (181) day of cover.
	Brachycephalic Airway Obstruction (BOAS) Waiting Period, nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, Gastrointestinal Tract and Brachycephalic Airway Obstruction (BOAS), means a Period of twelve (12) calendar months of or three hundred and sixty five (365) days starting from the commencement date of the Policy, as shown on Your Certificate of Insurance during which nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, Gastrointestinal Tract and Brachycephalic Airway Obstruction (BOAS) Illness or Condition first occurs or shows Clinical signs will be excluded from Cover unless otherwise stated on Your Certificate of Insurance. The three hundred and sixty five (365) days Waiting Period will cease at 00.01 on the three hundred and sixty sixth (366) day of cover, regardless of Your Pet showing Clinical Signs of the Condition or not, prior to commencement of cover or within the twenty-eight (28) day Waiting Period.

We, Us, Our	means ${\bf Petcover}$ acting on behalf of Sovereign Insurance Australia, the Insurer of ${\bf YourPolicy}.$
You, Your	means the person(s) named on the <b>Certificate of Insurance.</b>
Your Pet	means the dog or cat named on the <b>Certificate of Insurance</b> .

Conditions of the Policy	<b>You</b> must keep to the General <b>Conditions</b> and Special <b>Conditions</b> of the <b>Policy</b> to have the full protection of the <b>Policy</b> . If <b>You</b> do not, and the <b>Condition You</b> have not kept to relates to a claim, <b>We</b> may refuse or reduce the amount <b>We</b> pay under the claim.
Caring for Your Pet (Dental, Vaccinations)	Throughout the Period of Insurance, You must take all reasonable steps to maintain Your Pet's health and to prevent Injury, Illness and loss.  d. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national Welfare body or an independent Vet mutually agreed upon.  e. You must arrange and pay for Your Pet to have a yearly dental examination and to receive any oral Treatment normally recommended by a Vet to prevent Illness or Injury. Any Treatment recommended as a result of the dental examination must be carried out as soon as possible. If You do not comply with this obligation then any claims which relate to dental issues We may refuse or reduce the amount We pay under the claim for dental Treatment, to the extent that Your non-compliance caused or contributed to the loss or damage  f. You must keep Your Pet vaccinated against the following Conditions:  Dogs — Distemper, hepatitis, parvovirus, kennel cough and leptospirosis (in areas where it is prevalent, all ticks (including those which cause paralysis) and Vets recommend vaccination) and any other vaccination recommended to You by a Vet.  Gats — Feline infectious enteritis, feline leukemia and cat flu and any other vaccination recommended to You by a Vet.  If You do not keep Your Pet vaccinated, We may refuse or reduce the amount We pay under the claim that result from any of the above Illnesses, to the extent that the unvaccinated Illnesses caused or contributed to the loss or damage.  g. You must take reasonable steps to arrange for a Vet to examine and treat Your Pet as soon as possible after it shows Clinical signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness
Claims Pre-	We will not guarantee if We will pay a claim prior to You sending Us a

**Authorisation** 

We will not guarantee if We will pay a claim prior to You sending Us a claim to assess. You must send Us a claim form that has been fully completed and We will then communicate Our decision with

# Vet Information, Other Insurance

When  $\boldsymbol{You}$  make a claim  $\boldsymbol{You}$  agree to give  $\boldsymbol{Us}$  any information We may reasonably ask for.

# Legal rights against others

- a. If there is any other insurance under which You are entitled to make a claim You must report the incident to that insurance company and tell Us their name and address and Your Policy and claim number with them. To the extent permitted by law, We will only pay Our share of the claim.
- b. If **You** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them in **Your** name at **Our** expense. **You** provide all reasonable assistance to provide any documents **We** ask for.

# Claims - Paid Direct to Vet

If **We** agree for a claim payment to be paid directly to **Your Vet** and **You** allow this, then if the **Vet**, who has treated **Your Pet** or is about to treat **Your Pet**, asks for information about **Your** insurance that relates to a claim, **We** will tell the **Vet** what the insurance covers, what **We** will not pay for, how the amount **We** pay is calculated and if the premiums are paid to date.

# Claims - Vet Fee Charges

If the **Veterinary Fees You** are charged are higher than the **Veterinary Fees** normally charged by a general or referral practice, **We** reserve the right to request a second opinion from an independent **Vet** as to whether the fees are reasonable. If the independent **Vet** does not agree that the **Veterinary Fees** charged are reasonable, **We** may decide, for future claims, to pay only the **Veterinary Fees** usually charged by a general or referral practice in a similar area as determined by an independent **Vet**.

# Claims - Over Treatment

If We consider the Veterinary Treatment or Alternative or Complementary Treatment Your Pet receives may not be required, or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from an independent Vet. If the independent Vet does not agree that the Veterinary Treatment or Alternative or Complementary Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by the independent Vet from whom We have requested the second opinion.

# Claims - Veterinary information

You agree that any Vet or Therapist has Your permission to release any information We ask for about Your Pet. If the Vet or Therapist makes a charge for this, You must pay the charge.

# Claims -Settlement

When **We** settle **Your** claim, **We** reserve the right to deduct from the claim amount, any amount due to **Us**.

# Cancellation rights

- a. In addition to Your Cooling off rights detailed earlier,
- You may cancel the Policy at any time by contacting Us.
- b. Cancellation by **You** will be effective from 16:00 (4:00pm) AEST on the day **We** receive **Your** notice of cancellation.
- c. **We** have the right to cancel the **Policy** where permitted by and in accordance with law. For example, **We** may cancel:
- If You failed to comply with Your Duty not to make a Misrepresentation; or
- ii. Where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of the **Pol- icy**; or
- iii. Where **You** have failed to comply with a provision of the **Policy**, including the term relating to pay- ment of premium; or
- iv. Where **You** have made a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**, and **We** may do so by giving **You** three days' notice in writing of the date from which the **Policy** will be cancelled. The noti- fication may be delivered personally or posted to **You** at the address last notified to **Us**.
- d. Cancellation by **Us** will be effective from the later of 16:00 (4:00pm) AEST on the third business day after the day it is given to **You** or such other date specified in the cancellation notice.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, and any government taxes or duties We cannot recover.

For the avoidance of doubt, if the **Policy** is cancelled or comes to an end for any reason all cover for **Your Pet** will stop on the date and time the cancellation becomes effective and no further claims will be paid.

# Cancelling Your Policy

You can cancel Your Policy by contacting Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date. If You have exercised Your rights under the Policy and We have paid a claim, We will not refund any portion of the Premium after Cancellation. If You are paying Your Premium monthly and cancel after exercising Your rights and We have paid a claim, We will deduct the balance owed for the remainder of the Policy Period from Your Claim, or if insufficient funds we will continue to take the monthly payments for the balance of the premium for the Policy Year.

# Cancellation where <u>no claims</u> have been made

If **You** cancel the **Policy** for whatever reason <u>after the Cooling of fperiod</u> and **You** have paid the annual **Premium** in full, provided no claim has been made, **We** will refund the premium less:

- a. The amount covering the period **You** were insured for;
- b. Any government or statutory charges **We** are unable to

If **You** have been paying **Your** premium by instalments, there is no premium refund (including for any remaining days of a current instalment period). No further premiums instalments will be deducted.

# Cancellation <u>after</u> <u>a claim</u> has been made

- a. If cancel Your Policy for whatever reason after having made a claim, no premium refunds are payable and the remaining premiums for that Policy Period must be paid if it is not already been paid.
- b. Any outstanding premium may be deducted from any claim payment owed, or alternatively, charged to Your nominated bank/credit card account. This clause survives termination of this contract.
- c. If You cancel Your Policy because Your Pet has passed away and after having made a claim, Your Policy will be cancelled as set out above, by Us.

# Paying Your Premium

- a. Cover under the Policy is provided on the basis that You have paid or agreed to pay Us the Premium for the Cover provided. The amount You pay is shown on Your Certificate of Insurance and includes all Premiums, administration fees, and any applicable government taxes, fees and/or charges.
- b. The **Premium** is payable when **You** take out a new
- c. Policy and when You renew Your Policy.
- d. You may choose to pay the premium:
  - · Annually by Credit Card or Direct Debit; or
  - · Annually by cheque.
- e. When premiums are paid monthly by instalment, claims are paid on the basis that **You** agree to pay the remaining **Premiums** for the **Policy Period.**

Note: If  $\bf We$  accept and pay a claim under the  $\bf Policy$ ,  $\bf We$  may deduct the balance of any outstanding premium from the claim payment.

**Your Policy** will not operate until **You** have paid **Your Premium** (or **Your** first instalment if **You** have elected to pay by instalments).

Your **Premium** must be paid on or before its due date.

If You pay by monthly instalments and if You do not pay an instalment on time, We will let You know and We will try to deduct the overdue amount along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that You pay Your instalments on time. If You can't, You should get in touch with Us immediately.

- f. If We cancel Your Policy due to non-payment of an instalment premium You need to be aware that:
  - · No benefits or entitlements can be paid under the Policy;
  - You may be refused cover in the future under any Policy administered by Petcover; and
  - Any application for general insurance products in the future may be affected because You had a Policy cancelled as a result of unpaid premiums.
- g. If Your instalments are frequently late or missed We also reserve the right to have You pay all premiums due until the end of the current Period of Insurance.
- h. If the Policy is cancelled by Us because You have not paid the premium We may agree to reinstate the Policy. If We agree, We may charge an administration fee and may require You to pay all premiums due until the end of the current Period of Insurance.
- When We settle Your claim, We will deduct from the claim, any premium due to Us.

# Renewing Your Policy

If You pay Your premium by Direct Debit instalment, when the Policy is due for renewal We will renew it for You automatically, to save You the worry of remembering to contact Us before the renewal date. We will write to You at least fourteen (14) days before the Policy expires with full details of Your premium and terms upon which renewal will be offered for a further Period of Insurance.

If **You** do not want to renew the **Policy** just let **Us** know. It is important that **You** check the terms of any renewal offer to satisfy yourself that the details are correct. In particular, check the sum insured amounts and **Excess(es)** applicable and ensure that the levels of cover are appropriate for **You**.

At each renewal, **We** ask **You** to notify **Us** of certain information. The information **We** require from **You** will be stated in **Your** renewal documentation. It is important that **You** provide **Us** with full and accurate information as this could affect a future claim. Please note that **You** need to comply with **Your Duty not to make a Misrepresentation** before each renewal (see above).

# Automatic Renewal of Your Policy

We will advise You regarding renewal of Your Policy prior to the expiration of the current Policy. We may change the terms and conditions of the Policy on renewal to reflect the portion of the risk associated with insuring Your Pet based on factors such as (but not limited to) Your Pet's age, location and medical history. Unless otherwise notified, Your Cover will be automatically renewed on the terms contained in the renewal offer and We will deduct/charge the renewal Premium from Your nominated account/credit card unless You tell us not to.

If the account/ credit card is not yours, **You** confirm **You** have the authority of the relevant person to use it and they have agreed to these terms.

**We** require **You** to notify **Us** in writing should **You** decide not to renew **Your Policy.** 

Should **You** renew **Your Policy You** must tell **Us** if the information **You** have previously supplied is incorrect or incomplete in order to comply with **Your** Duty not to make a Misrepresentation. If **You** do not **We** may reduce or refuse to pay a claim or cancel the **Policy**.

# Changing Levels of Cover

 If You opt to transfer Your Pet to a level of Cover with higher or additional benefits (including but not limited to a higher Benefit Percentage, Benefit Limit or lower Excess) then the additional or higher benefits will not apply to claims for Conditions first noted, diagnosed, or treated prior to the Policy upgrade.

In such cases, benefits will be restricted to the lesser of the maximum benefits payable under the:

- · Current level of Cover; or
- Policy that applied during the Policy Period in which such Condition(s) was/were first noted, diagnosed, or treated.

# Changing Levels of Cover (cont.)

For the sake of clarity, **Maximum Benefits** referenced in this section include taking the following factors into consideration:

- · The Benefit Limit;
- Applicable sub-limits;
- · Applicable Benefit Percentage, Excess; and
- · Any applicable Policy exclusions.

If You opt to transfer Your Pet to a level of Cover with additional benefits, then the applicable thirty (30) day Waiting Period for the new Cover will apply. You cannot change Your level of cover in a Policy Period if a claim has been paid.

# Changes at renewal

This document also applies for any offer of renewal **We** make, unless **We** tell **You** otherwise. When **We** offer renewal **We** may:

- Change the premium, Excesses and Policy Terms and Conditions:
- Place exclusions because of previous claims made by You and Your Pet's Veterinary history.

# Upgrading cover

If a higher plan is available for **Your Pet You** can apply for an upgrade at renewal of **Your Policy** and at this time the request will be subject to an underwriting review of **Your Pet's** veterinary history.

# Changes during the Period of Insurance

Changes will only be made to **the Policy** at renewal, **We** will not change the cover **We** provide for **Your Pet** during the **Period of Insurance**, unless:

- a. You decide to change Your Pet's cover.
- b. You did not tell Us about something when We
- c. previously asked.
- d. You provided Us with inaccurate information when previously asked, regardless of whether or not You thought it was accurate at the time.

If **You** transfer **Your Pet** to a plan with additional or higher benefit limits, the additional or higher benefits will not apply if the **Condition** being claimed for first occurred prior to the change in the level of cover.

# Direct Debit Request Summary

When **You** provide **Us** with **Your** bank details, **You** are instructing **Us** to directly debit the relevant premiums calculated by **Us** from **Your** nominated account. If **Your** premium cannot be paid (for example there is not enough money in **Your** nominated account) **Your** bank may dishonour that payment, and **You** may be charged a dishonour fee by **Your** bank. Neither **Petcover** nor Sovereign Insurance Australia will be responsible for dishonour fees charged by **Your** bank or financial institution. If **Your** direct debit is dishonoured **We** will automatically retry for the outstanding amount within fourteen (14) days, and **You** may be charged a dishonour fee by **Petcover**.

If **You** have concerns about the operation of the direct debit authority or **You** subsequently need to change any aspects of the authority, please notify **Us** 

Exclusions applicable to Your Pet	<ul> <li>a. Any Illness which starts in the first thirty (30) days of cover (The Waiting Period will cease at 00.01 on the thirty- first (31) day of cover).</li> </ul>
	b. In addition to the exclusions set out in these Terms and <b>Conditions</b> , the <b>Policy</b> does not cover any amount that results from an <b>Injury</b> , <b>Illness</b> or incident which is shown as excluded on <b>Your Certificate of Insurance</b> .
	Some exclusions are temporary and upon request may be lifted following underwriting review.
Policy Limits	Limits do apply to some items covered by <b>Your Policy</b> . <b>You</b> should read the <b>Policy</b> carefully so that <b>You</b> are aware of what limits may be applicable to <b>You</b> in the event of a loss.
Travel Cover	Some sections of <b>Your Policy</b> provide cover whilst <b>Your Pet</b> is on a <b>Journey</b> .
	This type of cover is limited to the <b>Agreed Countries</b> for a maximum of ninety (90) days in each <b>Period of Insurance</b> . While <b>Your Pet</b> is outside <b>Australia You</b> must follow the <b>conditions</b> of the Australian Pet Immigration Regulations. Full details can be found on the Department of Agriculture and Water and Environment's Website: <a href="https://www.agriculture.gov.au/cats-dogs">https://www.agriculture.gov.au/cats-dogs</a> or Contact National office GPO Box 858, Canberra ACT 2601. Phone: +61 2 6272 3933.
	a. <b>You</b> agree to pay translation costs for any claim documentation not written in English.
Jurisdiction	<ul> <li>Australian law applies to this insurance contract.</li> <li>Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.</li> </ul>
Your Residence	Your Pet must live in Australia.
	• If <b>Your</b> address, or the address of <b>Your Pet</b> , changes <b>You</b> must advise <b>Us</b> as soon as possible as this may affect the insurance cover provided.
False Information	If <b>You</b> have intentionally provided false information or make a false or exaggerated claim, or any claim involving <b>Your</b> dishonesty, <b>We</b> may cancel or <b>Void</b> this <b>Policy</b> and <b>We</b> may decline further claims and their associated payments under the <b>policy</b> .
Fraudulent Claims	If <b>You</b> submit a fraudulent claim or solicit <b>Your Vet</b> to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and <b>We</b> may cancel the <b>Policy</b> . <b>We</b> may also be entitled to reclaim any payments already made to <b>You</b> in respect to such claims.
Lost Pets	If <b>Your Pet</b> is lost or missing when <b>You</b> first take out the <b>Policy</b> , the cover under this <b>Policy</b> will not start until <b>You</b> are reunited with <b>Your Pet</b> and any incident, <b>Injury</b> or <b>Illness</b> which occurs before <b>You</b> are reunited will not be covered by the <b>Policy</b> .

# Cover

At **Petcover**, **We** are proud of the insurance cover **We** provide for pets – in fact, every Pet deserves the best veterinary cover when needed. In return for the payment of **Your** premium, **We** will provide cover in the following sections if they are shown on **Your Certificate of Insurance**. The cover applies within **Australia** and any of the **Agreed Countries** for a maximum of ninety (90) days for all **Journeys** undertaken during the **Period of Insurance**. This includes the duration of **Your** holiday or business trip and any travel, in and between **Agreed Countries** and return **Journeys** to **Your Home**. The cover **You** have chosen and the applicable **Maximum Benefits** and **Excesses** will be shown on **Your Certificate of Insurance**.

# **Section 1 – Veterinary Fees**

Cover under this section applies in Australia and Another Country only.

# We will pay:

The cost of **Veterinary Fees** incurred for the **Veterinary Treatment Your Pet** has received to treat an **Injury** and/or **Illness**.

# You must pay:

You must pay the Excess shown on Your Certificate of Insurance for each Illness or Injury that is treated during the Period of Insurance and is not related to any other Illness or Injury treated during the same Period of Insurance.

# What We will not pay under Section 1:

(applying to Veterinary Fees) We will not pay:

- More than the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- 2. The cost of any Treatment for a Pre-Existing Condition.
- The cost of any Treatment for an Illness which starts in the first twenty-one (21) days of cover.
- 4. To the extent permitted by law, costs of any **Treatment** for:
  - a. An Injury that happened or an Illness that first showed Clinical signs before Your Pet's cover started;
  - b. An **Injury** or **Illness** that is the same as, or has the same diagnosis or **Clinical sign** as an **Injury**, **Illness** or **Clinical sign Your Pet** had before its cover started; or
  - c. An Injury or Illness that is caused by, relates to or results from an Injury, Illness or Clinical signs Your Pet had before its cover started, no matter where the Injury, Illness or Clinical signs occurred or happened in, or on Your Pet's body.
- 5. To the extent permitted by law, for the costs of any **Treatment** of:
  - a. An Illness that first showed Clinical signs within twenty-one (21) days of Your Pet's cover starting;
  - An Illness which is the same as, or has the same diagnosis or Clinical signs as an Illness that first showed Clinical signs within twenty-one (21) days of Your Pet's cover starting; or
  - c. An Injury or Illness that is caused by, relates to or results from a Clinical sign(s) that first occurred, or an Illness that first showed Clinical signs within twenty- one (21) days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical signs occurred or happened in, or on Your Pet's body.
- 6. The cost of Treatment to prevent Injury or Illness.
- The cost of treating an umbilical hernia if the condition first shows clinical signs within the first 13 weeks (91 days) of the policy.
- The cost of any Elective, Routine or Preventative Treatment, diagnostics or procedure, or any Treatment that You choose to have carried out that is not directly related to an Injury or Illness, including any complications that arise.
- The cost of any screening tests performed without any clinical signs suggestive of an active condition which is negatively affecting your pet.
- The cost of any Treatment, or complications arising from the Treatment, that You choose
  to have carried out that is not directly related to an Injury or Illness.
- 11. The cost of killing and controlling any internal or external parasites.
- 12. The cost of any Treatment in connection with breeding, pregnancy, or giving birth,

- including any complications arising from the treatment.
- 13. The cost of any vaccinations, spaying and castration, or routine dental treatment, other than the cost of treating any complications arising from these procedures.
- 14. The costs of:
  - a. Euthanasia, including any Veterinary consultation/visit or prescribed medication specifically needed to carry out the euthanasia; or
  - b. Cremation, burial, or any other disposal of your pet.
  - c. Any post-mortem examination, or any other tests or procedures performed once your pet is deceased.
- 15. For the cost any treatment during a house call unless the Vet or Therapist confirms that Your Pet is suffering from a serious Injury or Illness and that moving Your Pet would either endanger its life or significantly worsen the serious Injury/Illness, regardless of Your personal circumstances.
- 16. The cost of having your pet transported.
- 17. For extra costs for treating Your Pet outside usual surgery hours; unless the Vet or Therapist confirms an emergency consultation is essential, regardless of Your personal circumstances.
- 18. For any additional cost required to handle, diagnose, or treat your pet due to your pet's behaviour or your personal circumstances.
- 19. For the cost of any additional Veterinary attention required because You are unable to administer medication or Treatment due to Your Pet's behaviour or Your personal circumstances.
- For the cost of hospitalisation and any associated Treatment, unless the Vet or Therapist confirms Your Pet must be hospitalised for essential Treatment, regardless of Your personal circumstances.
- 21. For costs resulting from an Injury or Illness that are excluded under the Policy.
- 22. The cost of periodontics, dental check-ups, Comprehensive Oral Health Assessment and Treatment (COHAT), dental x-rays, dental prophylaxis, dental scale and polish or teeth cleaning, gingival curettes, gingival hyperplasia, removal of plaque or calculus, periodontal surgery, or dental sealants.
- 23. The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, root canal, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 24. Any cost relating to orthodontics, malocclusion, linguoversion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior crossbite, overbite, brachygnathia, open bite or level bite.
- 25. Any cost of **Treatment** for dental disease if an annual dental examination by a **Vet** has not been undertaken within the twelve (12) months preceding the problem requiring **Treatment**.
- 26. Any cost of treatment for dental disease if an annual dental examination was performed, and the veterinarian recommended treatment, but you did not follow the veterinarian's advice in pursuing the treatment.
- 27. Any costs of treatment throughout the lifetime of Your Pet for Brachycephalic Obstructive Airway syndrome (BOAS), Brachycephalic Gastrointestinal Syndrome (BGS), nasal fold surgery, skin fold surgery, stenotic nares and soft palate resection, enlarged tongue (macroglossa), or everted laryngeal saccules, that occurs or shows Clinical Signs within the first twelve (12) months of commencement of Your Insurance, inclusive of the Waiting Period and any free cover policy or prior to the commencement of the Your Insurance. This applies regardless of whether or not We place any exclusions on Your Certificate of Insurance.
- 28. The cost of experimental **Treatments** or therapies, prosthetics or orthopedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, cold laser treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS) surgery, or any drugs not used in accordance with the manufacturers recommendations.
- 29. Any costs for **Alternative or Complementary Treatment** or **veterinary Treatment** that does not improve the health or wellbeing of **Your Pet**.
- 30. Any prolonged course of veterinary medicines, Alternative or Complementary Treatments for more than three (3) months if there is a veterinary operation that is recommended by a Vet, that would have improved or cured the Condition unless agreed by Us. The maximum payment will be limited to the equivalent cost of the operation.
- 31. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 32. Administrative fees, which include but are not limited to, postage fees, payment

- processing fees, courier fees, travel charges, or pet transport charges.
- 33. The cost of any shampoo, conditioner, Elizabethan collar (or any similar device to prevent access to a wound or surgery site), ear cleaners, supplements, or merchandise.
- 34. The cost of any medication that can be legally obtained without a prescription from a veterinarian, or by being dispensed directly by the veterinarian.
- 35. Any medicines that have not been approved by the Australian Pesticides and Veterinary Medicines Authority (APVMA), or any medicines that have been approved by the Therapeutic Goods Administration (TGA) but is no evidence to support the usage of this medicine for a Condition in non-human animals.
- 36. The cost of any medication or drug course to treat a Condition that is for more than four (4) weeks at a time. We may consider a longer period of time providing Your Vet has submitted a full Treatment plan to Us for review prior to the Treatment being carried out.
- 37. The cost of any ongoing Treatment that will require more than six (6) visits, without the letter from Your Vet setting out a Treatment plan for permanent cure of the Condition.
- For life long Conditions You are required to obtain an annual Treatment report from Your Vet.
- Any bulk purchase of medicines that cannot be used in full by the end of the current Policy period.
- 40. Any claim where the full medical history is not provided when requested.
- 41. The cost of cutting nails/claws, expressing anal glands, ear cleaning bathing, grooming, clipping or de-matting **Your Pet**, other than bathing when a substance is being used which, according to manufacturer's guidelines, can only be administered by a **Member of a Veterinary Practice**, regardless of **Your** personal circumstances.
- 42. For the cost of any food, including food prescribed by a Vet, unless it is:
  - a. Used to dissolve existing bladder stones or crystals in urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months. A diagnostic test must be carried out to confirm the presence of the stones or crystals; and/or
  - b. Liquid food provided through a feeding tube, used for up to five (5) days while **Your Pet** is hospitalised at a Veterinary practice, providing the **Vet** confirms the use of the liquid food is essential to keep **Your Pet** alive.
- 43. For the cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured Behaviour Modification Program, and then limited to a maximum period of six (6) months. If the Behavioural Illness recurs after these six (6) months, We will not cover the cost of any further pheromone products for that Behavioural Illness for the life of the pet.
- 44. For the cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.
- 45. For the cost of spaying or castration for the Treatment of a Behavioural Illness.
- 46. For the cost of spaying (including spaying following a false pregnancy) or castration, unless:
  - a. The procedure is carried out when Your Pet is suffering from an Injury or Illness affecting the ovaries, uterus, or testicles for which cover is provided under Section 1A and it is essential to treat the Injury or Illness; or
  - $b. \ \ The costs claimed are for the \textbf{Treatment} of complications arising from this procedure.$
- For the cost of any Treatment in connection with a retained testicle(s) if Your Pet was over the age of twelve (12) weeks when cover started.
- 48. For the cost of any Treatment in connection with false pregnancy if Your Pet
- 49. has received **Veterinary Treatment** for a false pregnancy previously.
- For the cost of any prosthesis, including any Veterinary Treatment needed to fit the prosthesis, other than hip, knee and/or elbow replacement(s).
- 51. For any costs for treating an Illness or Injury after the last day of the Period of Insurance, unless a further Period of Insurance has been entered into by You and Us, in which case the costs may be paid under the new Policy entered into with Us.
- 52. For the cost of treating any **Injury** or **Illness** deliberately caused by **You**, or anyone living with **You**, or by anyone travelling with you while on a **Journey**.
- 53. For the cost of treating any injury or illness which has resulted from you delaying treatment for a condition, where a veterinarian would recommend timely attention, regardless of your circumstances.
- 54. For the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.

- 55. For the cost of any Treatment while on a Journey if a Vet believes it can be delayed until Your Pet returns Home.
- For the cost of any Treatment if the Journey was made to get Treatment outside of Australia.
- For the cost of hiring a swimming pool, Hydrotherapy pool or a other pool or Hydrotherapy equipment.
- 58. For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 59. For the cost of any surgical items that can be used more than once.
- 60. For the cost of any **Treatment** if a claim has not been submitted within one year of **Your Pet** receiving **Treatment**, **We** may refuse or reduce the amount **We** pay to the extent that **We** are prejudiced by the late notification of the claim.
- 61. In relation to any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
- For the cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.
- 63. Any cost of treating any condition where a vaccine exists, and the vaccine is recommended by a veterinarian, if the pet has not been vaccinated against the condition.
- 64. Any cost of treating your pet for tick paralysis if the pet was not actively protected with an Australian Pesticides and Veterinary Medicines Authority (APVMA) approved parasite control product which has a label claim of protection against paralysis ticks.
- 65. In relation to any pandemic disease that causes widespread Illness, death or destruction affecting dogs and cats.

# Special Conditions applying to Veterinary Fees Sections as set out below:

The maximum amount **We** will pay for the cost of **Treatment** for **Injury** and or **Illness** is the **Maximum Benefit** that applies on the date the **Injury** happened or the date the **Clinical signs** of the **Illness** first occurred, provided the relevant date falls within the **Period of Insurance**, subject to exclusions of the **Policy** and subject to the **Policy Aggregate** less the applicable **Excess**.

- If the claim includes medication, these costs will be subject to the Maximum Benefit that
  applies on the date the medication will be used.
- If We agree for a claim settlement to be paid direct to Your Vet and You allow this, then if the
  Vet, who has treated Your Pet or is about to treat Your Pet, asks for information about Your
  insurance that relates to a claim, We will tell the Vet what the insurance covers, what We will not
  pay for, how the amount We pay is calculated and if the premium is paid to date.
- If We receive a request to pay the claim settlement direct to a Veterinary Practice, We reserve the right to decline this request.
- We may refer Your Pet's case history to a mutually agreed upon independent Vet and
  if We request, You must arrange for Your Pet to be examined by the independent Vet.
- 5. As Your Pet is insured on a Umbrella for Life plan, We fully appreciate that the amount You claim for Your Pet's Treatment can add up over the years that's what is great about Umbrella for Life, You can continue to claim for the life of Your Pet (providing You continue to renew the Policy without a break in cover).
- If over the lifetime of Your Pet You have claimed over \$15,000, to make sure Your Pet is receiving the best Treatment available, We may require one of the following. If this is necessary We will contact You.
  - a. Before any further Veterinary Fees or Alternative or Complementary Treatment claims can be considered We may require Your Pet is examined by a mutually agreed upon independent Vet. We will pay any costs for this.
  - b. All future Veterinary Treatment (other than emergency life-saving Treatment) may need to be authorised by Us before Treatment is carried out. A pre-authorisation claim form may need to be submitted and We will then let You know if Treatment can go ahead.
  - c. All future Veterinary Treatment and Alternative or Complementary Treatment may need to be carried out in conjunction with a specialist/ consultant by the independent Vet or TherapistWe agree on.
- 7. If You decide to take Your Pet to a different Vet or Therapist for a second opinion because You are unhappy with the diagnosis or Treatment provided, You must tell Us before You arrange an appointment with the new Vet. If You do not, We will not pay any costs relating to the second opinion. If We request, You must use the mutually agreed upon Vet We choose. If We decide the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.

- 8. It is **Your** responsibility to ensure the Veterinary practice is paid within the required time frame:
  - If an additional charge is added to the cost of Treatment due to the late payment of fees, We will deduct this charge from the claim settlement.
  - If the Veterinary practice provides a discount for paying the cost of Treatment
    within a certain time frame, You must provide payment within this time frame. If You
    do not, We will deduct the discount, which would have been provided, from the claim
    settlement.
- 9. We will require fully itemised invoices.

# **Section 2 - Third Party Liability**

(This section only applies to Your dog named on the Certificate of Insurance)

Cover under this section applies in **Australia** only.

In this section, 'You' and 'Your' mean You or any person looking after or handling
Your Pet with Your permission.

# We will pay:

We will pay Your Legal Liability for payment of compensation in respect of:

- · Death, bodily Injury or Illness of another person;
- · Physical loss of or damage to property; and/or
- Occurring during the Period of Insurance and which is caused by an Accident caused by Your Pet.

# We will pay Legal costs and expenses:

**We** will also pay the legal costs and expenses **You** incur for a Legal Liability claim covered under this Section with **Our** consent for which **You** are legally liable, plus the cost of any lawyers **We** appoint. Please contact **Us** to confirm approval before authorising any legal costs and expenses.

All Accidents of a serious consequent upon or attributable to one source or original cause are treated by Us as one Accident. This cover applies in respect of an Accident occurring anywhere in Australia. The maximum amount We will pay for each claim under this Section 4 - Third Party Liability for Dogs covered under a Mid-range Policy is \$1,000,000 (Australian). Where permitted by law, this limit will be reduced by any amount paid under any other insurance You have with Us, that provides cover for the same liability, loss, Accident, occurrence or incident.

# You will pay:

You must pay the first \$500 of each claim under this Section 4.

What We will not pay under Section 6 (applying to Third Party Liability):

# We will not pay:

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- 2. Any amount in relation to Your Legal Liability for:
  - a. Damage to Your property;
  - Bodily injury to or death of any person who normally lives with You or is part of Your Immediate Family, or for damage to their property;
  - c. Bodily injury to **Your** employees or anyone who works for **You**, or for damage to their property:
  - d. Loss of or damage to property in the care, custody or control of You, a person who lives with You or a member of Your Immediate Family's care, custody or control or the care, custody or control of Your employees or any person who normally lives with You;
  - Involving Your business trade or profession, or for events that happen where You work.
     This includes where You live, if You work from Home and Your Pet has access to Your work area;
  - f. ) Any costs and expenses for defending You which We have not agreed beforehand. Please contact Us to confirm approval before authorising any legal costs and expenses;
  - g. Because of the terms of an agreement assumed with some other person (unless You would have been liable if the agreement did not exist);
  - h. Claims caused by, arising out of, or in any way connected with asbestos;

- i. Claims caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water exclusion will not apply if such discharge, dispersal, release or escape is caused by an Accident which occurred during the Period of Insurance involving Your Pet; or
- j. The prevention of such contamination or pollution.
- 3. Claims caused by, arising out of, or in any way connected with
  - a. Pregnancy; or
  - b. The transmission of disease.
- Claims caused by, arising out of or in any way connected with an Accident, if You have not
  followed the instructions or advice given to You by the previous owners of Your Pet, or
  the re-homing organisation or a qualified behaviourist about the behaviour of Your Pet.
- 5. Where Your Legal Liability is covered or indemnified, in any way under any:
  - a. Statutory or compulsory scheme, fund or insurance;
  - b. Compensation scheme or workers compensation Policy of insurance; or
  - c. Industrial award, even if the amount recoverable is nil.
- 6. Where Your Legal Liability is over that recoverable under any:
  - a. Statutory or compulsory scheme, fund or insurance;
  - b. Accident compensation scheme or workers compensation Policy of insurance; or
  - c. Industrial award.
- For any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties.
- If Your Pet is kept or lives on premises that sell alcohol, unless there is no access from the residential premises to the business premises.
- For an incident which takes place when Your Pet is in the care of a business or a professional
  and You are paying for their services. For example, this includes but is not limited to, when
  Your Pet is in the care of a dog minder, a dog trainer, a dog sitter or at the grooming parlour
  or boarding kennel.
- If the Accident happens in an area or place where dogs are specifically prohibited, unless Your Pet escapes and enters the area outside of Your control.

# Special Conditions - applying to Section 6 Third Party Liability as set out below:

- You must not admit responsibility, agree to pay any claim or negotiate with any person following an incident which may give rise to claim under section 6. If You do, We may reduce or refuse Your claim to the extent We are prejudiced.
- You must as soon as possible, send Us any writ, summons or legal documents You receive and You or any other person on Your behalf must not respond to any of these documents.
- You agree to provide Us with any information connected with the claim We reasonably ask for including details of Your Pet's history.
- You agree to tell Us or help Us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- You must allow Us to take charge of Your claim and allow Us to prosecute in Your name any legal proceedings instituted for Our benefit.
- If more than one of the dogs insured under the **Policy** are involved in, or contribute towards, an **Accident** which is covered under Section 6 only one **Maximum Benefit** will apply to the **Accident** for all of the dogs. This means that if:
  - a. The dogs involved all have the same Maximum Benefit; the most We will pay for the Accident is that Maximum Benefit. For example, if all of the dogs insured each have a Maximum Benefit of \$1 million, We will pay no more than \$1 million for the Accident.
  - b. The dogs involved are covered under a **Policy** which has different **Maximum Benefits**; the most **We** will pay for the incident is the highest of the **Maximum Benefits**. For example if one dog has a **Maximum Benefit** of
  - c. \$1 million, and another of \$3 million, We will pay no more than \$3 million for the Accident.
  - d. If the dogs involved (all owned by You, but some are uninsured) We will pay no more than a pro ratio portion for the insured dogs of the total amount of the claim, up to the Maximum Benefit.

- If a business or a professional is being paid to care for Your Pet in any way (for example, but not limited to a dog minder, a dog trainer, a dog walker or a groomer) it is Your responsibility to:
  - a. Make sure the business/person has the appropriate third party liability insurance cover; and
  - b. Tell them if Your Pet has any behavioural problems or requires any special handling so they are able to handle Your Pet in an appropriate manner.
- 8. **Third Party Liability** cover will be governed by the law of the State or Territory where the **Policy** was arranged and whose courts will have jurisdiction in any dispute.

# **General Exclusions**

We will not pay any benefit under the **Policy** for any costs or expenses incurred by **You** that are caused by, arise out of, or are in any way related to or connected with:

Your Certificate of Insurance	A <b>Condition</b> specifically excluded on <b>Your Certificate of Insurance</b> .	
Your Pet's age	Any <b>Pet</b> that is less than eight (8) weeks old at the commencement of cover.	
Your Pet's Use	Dogs used for security, guarding, track racing or Live Coursing.	
Your Pet's breed	Any breed of dog that is banned by any Australian Government, Public or Local Authority or any dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/ Wolfdog or any wolf hybrid. (This list may be modified from time to time).	
Laws and regulations	<ul> <li>a. Any dog of Yours must be registered under the relevant legislation dealing with dangerous dogs, Dangerous Dog Act, or any further amendments to such legislation. Any dog declared as a dangerous dog by a Government authority.</li> <li>b. You breaking Australian laws or regulations, including those relating to animal health or importation regulations.</li> <li>c. Your Pet being confiscated or destroyed by any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, including because it was worrying livestock.</li> <li>d. Any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, having put restrictions on Your Pet.</li> <li>e. Legal expenses, fines and penalties connected with or resulting from a criminal court case or an Act of Parliament.</li> </ul>	
Miscellaneous	<ul> <li>a. An act of force or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.</li> <li>b. Radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.</li> <li>c. A disease transmitted from animals to humans.</li> </ul>	

When Your Pet is on a Journey in an Agreed	<b>d. You</b> not following the conditions of AQIS Pet Importation Regulation.
Country	e. Any <b>Journey You</b> take <b>Your Pet</b> on against a
	f. Vet's advice.
	g. Any animal less than twelve (12) weeks old.
	<ul> <li>A foreign government or public authority putting restrictions on Your Pet.</li> </ul>
	i. Your Pet living permanently outside of Australia.
Preventative or Routine Treatment	The cost of <b>Routine or Preventative Treatment</b> or care such as check-ups and procedures that are designed to prevent future <b>Illnesses</b> from occurring rather than treating existing <b>Illnesses</b> . These include, but are not limited to annual physical examinations and or check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention. (If <b>You have elected to take the Optional Extra Benefit of Day To Day Care Package</b> and paid an additional <b>Premium</b> , some of the above may be allowable if they are shown on <b>Your Certificate of Insurance</b> ).
Elective Treatment	The cost of <b>Elective Treatment</b> , diagnostics or procedures including, but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or elective surgery including but not limited to dew-claw removal, prescription diet foods, and any <b>Treatment</b> not related to an <b>Injury</b> , <b>Illness</b> , or trauma. <b>Elective Treatment</b>
	that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet</b> 's survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> .
Care & Negligence	The cost of treating any <b>Injury</b> or <b>Illness</b> or other bodily Injury or Illness caused by, arising out of, or in any way connected with a malicious act, deliberate <b>Injury</b> or bodily <b>injury</b> or gross negligence caused by <b>You</b> or a member of <b>Your Immediate Family</b> or anyone living with <b>You</b> or acting with <b>Your</b> express or implied consent.
Pandemic Disease	Any pandemic disease that causes widespread <b>Illness</b> , death or destruction affecting dogs and cats.
Vaccinations	Any dog for any of the following <b>Diseases</b> or associated <b>Illnesses</b> not being vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent, and <b>Yets</b> recommend vaccination) and parvovirus. Any cat for any of the following <b>Diseases</b> or associated <b>Illnesses</b> not being vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and <b>Yets</b> recommend vaccination.
Reasonable Precautions	Your failure to take all reasonable precautions to protect Your Pet from or by aggravating or prolonging an Injury or Illness.
Your Legal Liability	<b>Your</b> Legal Liability for payment of compensation in respect of:
	a. Death, bodily <b>Injury</b> or <b>Illness</b> ; and/or
	<ul> <li>Physical loss or damage to property, except to the extent You have such cover under Section 6-Third Party Liability for dogs of this Policy in relation to Your Dog.</li> </ul>

# Claiming

It's distressing when a much-loved pet suffers an **Injury** or **Illness** so **We** do all **We** can to make the claims process as quick and easy as possible. There's lots of useful information on **Our** website <a href="https://www.petcovergroup.com/au">www.petcovergroup.com/au</a> to assist **You** making a claim.

This section tells **You** what **You** will need to send **Us** if **You** need to make a claim. Don't forget if **You** have a valid claim for **Veterinary Fees We** can pay the **Veterinary Practice** direct (if mutually agreed to by **Your Vet**) which means the only amount **You** will need to pay them is the **Excess** which applies to the **Treatment** for **Your Pet**. All claims must be completed carefully and honestly by both **You** and **Your Vet**.

# Notifying Us of a potential claim

1. In all cases, other than **Veterinary Fees, You** must let **Us** know of any circumstances which are likely to lead to a claim.

# Requesting a claim form

 $Most claim forms can be downloaded from \textbf{Our} website \underline{www.petcovergroup.com/au/claims}.$ 

- Some proactive Veterinary Practices will also have a supply of Veterinary Fees
  claim forms and some will submit Your claim for You (providing You have completed Your
  section of the claim form).
- If You would like Us to send You a claim form please contact Us.
- By Us sending You a Claim Form, by no means We are accepting liability for the Claim, it will
  have to be assessed by Our Claims Assessors for acceptability.

# When to claim under Veterinary Fees:

Claims must be sent to **Us** as soon as possible, but no later than one year after the

Treatment start date.

#### Fraud

Fraud increases Your premium and the premiums of all Policyholders. If You:

- · Intentionally provide Us with false information;
- · Intentionally make a false or exaggerated claim with Us; or
- · Intentionally make any claim with Us which involves Your dishonesty.

We will not pay **Your** claim and **We** may void **Your Policy** and inform the relevant authorities. If **We** pay a claim and subsequently find the claim was fraudulent, **You** must repay **Us** the full amount.

'Void **Your Policy**' means **We** will cancel **Your Policy** from the date the fraud occurred. If **We** take this action **You** must tell any other insurer that **We** have void **Your Policy** and failure to do this could invalidate any future insurance **Policy**.

# **Making a Claim**

#### How to claim

Notify  ${\bf Us}$  of a potential claim as soon as possible by:

Downloading and completing a claim form from **Our** website: <u>www.petcovergroup.com/au/claims</u>.

Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by Your Vet)
and We will pay the Veterinary Practice directly. You will need to pay Your Vet the applicable
Excess(es) and any non-claimable items.

Claims for **Veterinary Fees** must be notified to **Us** no later than one year after the **Treatment** date.

**We** will not guarantee on the phone if **We** will pay a claim. **You** must send **Us** a claim form that has been fully completed and **We** will then write to **You** with **Our** decision.

Please send Us the following supporting documentation related to Your claim or incident: Veterinary Fees (All claims must include itemised tax invoice(s). Incomplete claim forms will be returned, and this may result in a delay processing Your Claim. We recommend that You retain copies of all documentation for Your records)

- For cover, the Veterinary Practice must complete the relevant section of the claim form.
- Please send Us the fully itemised invoices from the Veterinary Practice which show what You are claiming for.
- When You make the first claim for Your Pet, We will obtain its full clinical history. The full clinical history is a record of all visits Your Pet has made to a Vet and this information will be obtained from each Veterinary Practice Your Pet has attended.
- Claims for certain Conditions may also require additional information about Your Pet's full clinical history. We will advise You if We reasonably need this once We receive Your claim form.
- You agree that Your Vet (current or previous) is authorised to release information and/or records to Us about Your Pet.
- You agree that We are authorised to discuss with the Vet, details relating to Your Claim or Treatment provided to Your Pet relating to a claim made under the Policy.
- You agree that We have the right to decline to process a claim where You or Your Vet refuse or are unable to provide information reasonably requested by Us in order to process Your claim.
- For Veterinary Fees, if the claim is for Treatment in an Agreed Country, You need to provide the booking invoice for Your Journey or any other official documents which show the dates of Your Journey.

# **Vet Fees**

## If the Vet Fees are:

- · Considered by Us to be excessive or unreasonable;
- Are higher than the Vet Fees normally charged by a General or Referral Practice;
- · In Our opinion may not be required; or
- Are regarded to be excessive when compared with the Treatment normally recommended to treat the same Condition by a General or Referral Practices.

Then claims payments may be adjusted and paid based on the reasonable and customary **Treatment** or fees typically charged for the **Treatment** of that **Condition**. **We** reserve the right to request a second opinion from a mutually agreed upon **Vet**. If the **Vet We** agree upon does not agree that the **Treatment** provided or fees charged were reasonable, **We** may decide to pay only the cost of the **Treatment** that was necessary and/or reasonable to treat that **Condition** (as advised by the **Vet** from whom **We** have requested the second opinion).

Settling Claims	When <b>We</b> settle <b>Your</b> claim, <b>We</b> reserve the right to deduct from the benefit amount any amount due to <b>Us</b> .  In the event that <b>We</b> pay a benefit contrary to the <b>Policy Terms and Conditions</b> for whatever reason, this will not constitute a wiver of <b>Our</b> rights to apply the <b>Policy Terms and Conditions</b> or to any future claims for that or any <b>Related Condition. We</b> also reserve <b>Our</b> right to recover from <b>You</b> any benefit amount received by <b>You</b> as a result of such error.
Boarding Fees	Arrange to have <b>Your</b> doctor/consultant and the owner of the boarding establishment (if one has been used, or pet sitter) must complete the relevant section(s) of the claim form. Please send <b>Us</b> :  The fully itemised invoice from the boarding establishment, <b>Pet</b> sitter or written confirmation from the person looking after <b>Your Pet</b> .
Our Right of Recovery	If <b>We</b> have the right to recover any amount payable under the <b>Policy</b> in relation to a claim from any other person, <b>You</b> must cooperate with <b>Us</b> in any action <b>We</b> may take.
Other insurance Arrangements	If <b>We</b> accept <b>Your</b> claim and there is any other similar insurance under which <b>You</b> are entitled to claim, <b>You</b> are required to advise <b>Us</b> at the time <b>You</b> submit <b>Your</b> claim if <b>You</b> hold such other insurance. Total benefits paid to <b>You</b> across all insurance cannot exceed <b>Your</b> actual expenses.

# Excess

An Excess is the amount(s) shown on the Certificate of Insurance that You must pay for each unrelated Condition when You make a claim under the Policy per Policy Year unless We state an Excess does not apply. There are different types of Excess that may apply to You at the time of the claim.

# **Fixed Excess**

The Fixed **Excess** is the first amount **You** must pay for each unrelated **Condition** per **Policy Year**. The amount of the Fixed **Excess** will be shown on **Your Certificate of Insurance**, and will count towards the calculation of your Maximum Benefits

The Fixed **Excess** may be **Our** standard minimum **Excess** or **You** may choose a higher **Excess** in exchange for a cheaper premium.

Example calculation:

# If Your Pet is a dog:

•	
Claimable Veterinary Fees	\$10,000
Less the Fixed <b>Excess</b>	\$150
Revised claimable amount	\$9,850
Less Optional Pet % Share <b>Excess</b> 25% (on revised claimable amount)	\$2,462.50
Total claimable amount	\$7387 50

<sup>\*</sup>The above is an example only and subject to the total benefit amount and applicable **Excesses** as shown on the **Certificate of Insurance**.

# **Changes to this Notice**

We keep Our privacy notice under regular review. This notice was last updated on the 8th March 2018.

# **Contacting Us**

If  ${\bf You}$  have any questions relating to the processing of  ${\bf Your}$  information, please contact  ${\bf Us}$ :

Petcover Aust Pty Ltd, Customer Service Centre 1-3 Smolic Crt

Tullamarine VIC 3043

Phone 1300 731 324

For information about the insurer and Sovereign Insurance Australia please visit <a href="https://www.sovereignaustralia.com.au/">https://www.sovereignaustralia.com.au/</a>

#### Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# **Choice of Law and Jurisdiction**

**You** and **We** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of **Australia** and subject to the exclusive jurisdiction of the courts of **Australia**.

Any term in this contract which conflicts with the law which applies to the country in which **You** live shall be amended to conform to that law.

# Service of Suit

The Insurer agrees that in the event of a dispute arising under this Policy, the Insurer shall, at Your request, submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute will be determined according to the law and practice applicable to such court. Any summons, notice or process to be served upon the Insurer may be served upon the Insurer as follows:

Sovereign Insurance Australia

263 Albany Highway

Victoria Park, WA 6100

#### Language

Unless otherwise agreed in writing the language of **Your Policy** and any communication throughout the duration of the **Policy** will be in English.

By Telephone 1300 731 324

Calling from overseas: +61 3 9339 3333

By Email info.au@petcovergroup.com

In Writing Petcover Aust Pty Ltd 1-3

Smolic Court
Tullamarine VIC 3043

Website petcovergroup.com/au

Voice Call 1300 557 727 Relay Users and ask for 1300 731 324

TTY Users Call 133677

and ask for 1300 731 324

SMS Relay Users Contact 0423 677 767

## Administrator

Petcover Aust Pty Ltd (ABN 97 117 476 990, AFSL No. 507143) is the sole Administrator of the Policy acting on behalf of the Insurer. Petcover\* is a registered trademark and products sold under this trademark in Australia are sold exclusively by Petcover Aust Pty Ltd.

# **Head Office**

1-3 Smolic Crt, Tullamarine VIC, 3043 Ph: 1300 731 324 info.au@petcover.com petcover.com.au

# The Insurer

Sovereign Insurance Australia (ABN 85 138 079 286 AFS License Number 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100.

Sovereign Insurance Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

