



# Pet Insurance Dog & Cat

Introductory Veterinary Plan 4 Weeks Trial Policy

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



Please read in conjunction with **Your Certificate of Insurance** to understand the **Policy** for **Your Pet**.

# 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 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 AFS Licence 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 broker.

Our FSG contains important information about the products and services **Petcover** Aust Pty Ltd (**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 considers **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.

#### 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 can:

- 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.

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We will endeavour to arrange insurance that meets **Your Pet** Insurance and **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** 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 Requirements. This enables them to provide **You** with meaningful advice and assistance when **You** need it.

#### 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.

#### 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 Pets** 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** remuneration.

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/or
- 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 Insurance.
   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 monies 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** local **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, 'We', 'Our', 'Us' means Petcover Aust Pty Ltd acting on behalf of the Sovereign insurance Australia, the Insurer of the **Policy**.

#### 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 www.petcovergroup.com/au, or Sovereign Insurance Australia's website at www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf or alternatively, a copy can be sent to You on request. Please contact Your Petcover office or visit Our website at: www.petcovergroup. com/au if You wish to see 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 (Cth) 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, driver's licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

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.
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# **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; and/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 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 <u>www.niba.com.au</u>. The Code does not form part of any retainer **We** have with **You** and **Your** rights relating to any breach of the Code by **Us** 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.

## **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:

## 1. 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.

## 2. 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 or post Petcover Aust Pty Ltd, Customer Service, 1-3 Smolic Crt, Tullamarine, VIC 3043.

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

# **3. 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**.

We are bound by the determination of AFCA but the determination is not binding on 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 Aust 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 this 4 Weeks Free Introductory Insurance Cover 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 take out 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.

# 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).

## 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 Crt, Tullamarine VIC, 3043 Ph: 1300 731 324. 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;
- Your 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 included as
  cover under this Policy; and
- Any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an endorsement or Supplementary PDS). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and 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.

Any new or replacement **Certificate of Insurance We** may send **You**, detailing changes to **Your** insurance or the **Period of Insurance**, will become the **Certificate of Insurance**, which **You** should carefully read and retain.

## Your cooling-off period and Cancellation rights

You can exercise Your cooling off rights and cancel the **Policy** within twenty-one (21) days of the date **You** took out the **Policy** provided **You** have not exercised right or power under the **Policy** (e.g. made any claim) and these rights and powers have not ended.

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel **You** can contact **Us** at Petcover Aust Pty Ltd, 1-3 Smolic Crt, Tullamarine Vic, 3043 or email to <u>info.au@</u> <u>petcovergroup.com</u> or call **Us** on 1300 731 324.

#### 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:

- 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', on page 16.

## Some words have special meanings

Certain words used in the **Policy** have special meanings. The definitions section of this document on page 16 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.** 

### Goods and Services Tax (GST)

All monetary limits in Your Policy are inclusive of GST.

The sum insured that **You** choose should exclude Goods and Services Tax(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 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 **Your 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**.

#### How to make a claim

If **You** need to make a claim under the **Policy**, please refer to the section that **You** are claiming on for details of how and when to claim, i.e. **Veterinary Fees** Section 1A - How to Claim.

## **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 free of charge by contacting Us using Our details on the back cover of this PDS).

Other documents may form part of **Our** PDS and the **Policy**. If they do **We** will tell **You** in the relevant document.

### Further information and confirmation of transactions

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

# Significant features and benefits

For details of all relevant **Policy** features **You** must refer to 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** 

4 Weeks Free Introductory Insurance Cover (Veterinary Partner)				
We pay up to the Maximum Ben	efit for:	Benefits		
Veterinary Fees & Alternative Treatment	For <b>Illness</b> & <b>Injury</b> , including hospitalisation, referral & medicines	Up to \$3000		
Death from Illness	Losing <b>Your Pet</b> is a great sadness, but <b>We</b> will refund the purchase price	Up to \$500		
Death from an Injury	Nothing can replace a loved <b>Pet</b> , but <b>We</b> will refund the purchase price	Up to \$500		
Advertising & Reward	If <b>Your Pet</b> gets lost or stolen, <b>We</b> will pay local newspaper advertising and a reward	Up to \$400		

# **General Exclusions**

Insurance is not intended to cover every single occurrence, in fact, there are some circumstances the **Policy You** are considering will not provide insurance cover for. For example, under all sections of the **Policy, We** do not pay for:

- 1. A Condition specifically excluded on Your Certificate of Insurance or Policy.
- 2. Any animal less than eight (8) weeks old or more than twelve (12) months at the commencement of the **Period of Insurance**.
- 3. Dogs being used for guarding, track racing or Coursing.
- 4. Any breed of dog that is banned by the Australia Government, Public or Local Authority, or that is crossed with any banned breed or any Pit Bull Terrier or Dingo or crosses of these breeds.
- 5. Any dog declared as a dangerous dog by a Government authority.
- 6. Any dog that must be registered under the Dangerous Dog Act.
- Any amount if Your Pet is confiscated or destroyed by any Australian, State or Territory Government or public or local authority, or any person or body having the jurisdiction to do so.
- 8. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, has put restrictions on **Your Pet**.
- 9. Any amount if You break Australian animal health or importation laws or regulations.
- 10. Legal expenses, fines and penalties connected with or resulting from a breach of criminal law, or an Act of Parliament.
- 11. Any loss caused by, arising from, or in any way connected with 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.
- 12. The cost of treating any **Injury** or **Illness** caused by, arising from, or in any way connected with a malicious act, deliberate **Injury** or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You**.
- 13. Any amount arising from, or in any way connected with an **Illness** that **Your Pet** contracted while outside Australia, or New Zealand that it would not normally have contracted in Australia or New Zealand.
- 14. Any amount resulting from a disease transmitted from animals to humans.
- 15. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.

- 16. Any dog not vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination) and parvovirus. And any cat not vaccinated against feline infectious enteritis, feline leukaemia and cat flu. Any other disease that is a known vaccine and **Vets** recommend vaccination.
- Any amount arising from, or in any way connected with Your failure to take all reasonable precautions to protect Your Pet from aggravating or pro-longing an Injury or Illness.
- 18. Any amount if You or Your Pet lives permanently outside of Australia.
- 19. Any Journey You take Your Pet on against a Vet's advice.

These are only examples of some common exclusions. For full details of all relevant **Policy** exclusions **You** must refer to the **Certificate of Insurance** and the general exclusions to all sections and also to the specific exclusions to each section under the heading"**We** will not pay" as set out in this document.

# Your Duty to not make a Misrepresentation

You must take reasonable care to not 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 to not 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 to not 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 Duty to not 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 Duty to not make a Misrepresentation is not complied with?

If the Duty to not 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.

#### Excess

You will be required to pay a non-refundable Excess for claims covered under this Policy. Most Excesses are detailed on Your Certificate of Insurance but some additional Excesses may apply to some additional benefits provided by the Policy. You should read the Policy and Your Certificate of Insurance carefully so that You are aware of what Excesses may be applicable to You in the event of a loss.

**Petcover** is solely liable for qualifying and or identifying opportunities where any recovery can be obtained from a third party. **Your Excess** may be reimbursed upon a successful recovery by **Petcover** however, **Petcover** retains the right to not refund the **Excess** payment in any instance.

# **Costs/Premium**

There is no premium payable by **You** for this product, however, Excesses may be applicable for claims made within the **Period of Insurance** please refer to **Your Certificate of Insurance** for details.

# **Policy Wording**

# DEFINITIONS

**Petcover**<sup>®</sup> Is a Registered Trade Mark, and products sold under this Trade Mark in Australia are sold exclusively by Petcover Aust Pty Ltd.

We, Us, Our means Petcover acting on behalf of the Insurer of the Policy.

You, Your means the person(s) named on the Confirmation of Cover Voucher as the owner, whose details were given to Petcover by the Veterinary Practice of the Puppy or Kitten during the phone call or on the website application, to arrange insurance for Your Pet and the person(s) named on the Certificate of Insurance.

Accident means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All Accidents consequent upon or attributable to one source or original cause are treated by Us as one Accident. 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 **Condition(s)** are not considered **Accidents**: luxating patella, a rupture or strain of one or both cruciate ligaments, degenerative joint disease, hip dysplasia and hyperextending hocks, Juvenile Pubis Symphysiodesis (JPS).

Alternative Treatment means the cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures where they treat an **Illness** or **Injury**. This includes any **Veterinary Treatment** specifically needed to carry out the procedure.

- 1. Acupuncture and homeopathy carried out by, and herbal medicine prescribed by, a veterinary practice.
- Chiropractic manipulation carried out by a veterinary practice, providing the member is a qualified animal chiropractor.
- 3. Hydrotherapy carried out by a veterinary practice, providing the member is a qualified animal Hydrotherapist.
- Osteopathy carried out by a veterinary practice, providing the member is a qualified animal osteopath.
- 5. Physiotherapy carried out by a veterinary practice, providing the member is a qualified animal physiotherapist.
- 6. **Treatment** of **Behavioural Illness** carried out by a Certified Clinical Animal Behaviourist.

Behavioural Illness means any change to Your Pet's normal behaviour, resulting from a mental or emotional disorder diagnosed by a Vet.

**Behaviour modification programme** means a programme written by an Animal Behaviourist who is a **Member of a Veterinary Practice** detailing specific techniques to be used and action to be taken with the aim of permanently changing **Your Pet's** behaviour.

Certificate of Insurance means the current Certificate issued by Us to You containing details of the cover provided under Your Policy, including any Exclusions and other specific insurance details that We have applied to Your cover.

Clinical Signs means changes in Your Puppy or Kitten's normal healthy state, its bodily functions or behaviour.

**Confirmation of Cover Voucher** means documentation given to **You** by the Veterinary Practice showing a Covernote number.

**Condition** means any **Condition** that causes discomfort, dysfunction, distress, including injuries and **Illness**, disabilities, disorders, syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the **Pet** 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.

For an injury, all body systems directly affected as a result of the injury will be considered under the single condition.

**Dog or Cat** means the Dog or Cat (that is not less than eight (8) weeks of age or more than eight (8) years of age (five (5) for **Select Breeds** when first applying for cover) named on the **Confirmation of Cover Voucher** whose name, date of birth, breed and sex were provided to **Petcover** when arranging the insurance.

Elective Treatment means a surgery or Treatment that is beneficial to the Pet but is not essential for Your Pet's survival or does not form part of a Treatment for an Injury or Illness. Treatment or Surgery includes, but is not limited to, de-sexing, spaying or castration, microchipping, grooming and de-matting, cosmetic or aesthetic surgery, or Elective surgery including but not limited to dew-claw removal, prescription diet foods, and any **Treatment** not related to an **Injury**, **Illness** or trauma or any **Treatment**, diagnostic or procedure **You** request, which the **Vet** confirms is not necessary to treat an **Injury** or **Illness** is considered **Elective Treatment**.

Excess means the amount stated on Your Certificate of Insurance under the Animal Details section, which is the first part of each unrelated claim and the amount You must pay for each unrelated Injury or Illness.

Exclusion means a Condition or circumstance for which the Insurers will not pay. Any specific Exclusion will be shown on your Certificate of Insurance and you will be told of this before You take out the Insurance or at Renewal. (See the 'What We will not pay' under each cover section.

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 Association (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 Your husband, wife, civil partner, life partner, parents, grandparents, brothers, sisters, sons, daughters, grandsons, and/or granddaughters including Family of step and de facto relationships.

**Illness** means 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 **Injury** or that **Your Puppy or Kitten** was born with or were passed on by its parents.

Immediate Family means husband, wife, civil partner, life partner, de facto partner, parents, sons and daughters, including Family of step and/or de facto relationships.

Injury means a physical Injury resulting solely and directly from an Accident. Not an

Injury that happens over a period of time or is of a gradual nature.

Maximum Benefits means the most We will pay for the relevant cover during the Period of Insurance as set out in the Certificate of Insurance under Animal Details section. 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.

Market Value means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time You got Your Puppy or Kitten.

Our Vet means the Vet We employ to carry out Treatment to Your Pet or discuss Your Pet's Treatment with YourVet.

Period of Insurance means the Period stated in 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 is treated as separate. This normally is four (4) weeks from the date shown on Your Confirmation of Cover Voucher or Covernote.

Policy means this document and the Certificate of Insurance and any other documents We issue to You which are expressed to form part of the Policy terms, which set out the cover We provide for the Period of Insurance.

**Physiotherapy** means **Physiotherapy** (not including **Hydrotherapy**) carried out by a **Member of a Veterinary Practice or a qualified Physiotherapist** recommended by the **Veterinary Practice** who is a qualified animal Physiotherapist.

**Pre-Existing Condition** 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,
- c. 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 21 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.

Puppy or Kitten means the Puppy or Kitten (that is not less than eight (8) weeks of age and not over twelve (12) months of age when first applying for cover) named on the Confirmation of Cover Voucher whose name, date of birth, breed and sex were given to Petcover by the Veterinary Practice when arranging the insurance.

Routine Treatment and/or Preventative 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 not limited to annual physical examinations and checkups, vaccinations, heartworm prevention medication, tick treatment, flea treatment and other internal/external parasite prevention.

Select breeds to view a list of our Select Breeds visit <u>www.petcovergroup.com/au/faqs.</u> Please refer to the 'Select Breed' section on Your Certificate of Insurance Animal Details to find out if Your Pet is a Select Breed.

Treatment of a Behavioural Illness means the Treatment, by a Certified Clinical Animal Behaviourist who is Member of a Veterinary Practice or recommended by a Veterinary Practice, of a change(s) to Your Pet's normal behaviour that is caused by a mental or emotional disorder which could not have been prevented by training and/or spaying/castration.

Treatment means Veterinary Treatment or Alternative Treatment.

Veterinary Fees means the amount Vets in general or referral practice reasonably and generally charge.

Vet means a registered veterinarian, specialist veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in Australia, other than one who may be the Insured under this **policy**.

Veterinary Treatment means any examination, consultation, advice, tests, X-rays, legally prescribed medication, surgery and nursing required to treat and **Illness** or **Injury** that is provided by a **veterinary** practice, or a **Vet** nurse or another member of the **Vet** practice, under the supervision of the **Vet**, which is not **Routine** or **Preventative Treatment**.

Waiting Period means a Period of three (3) days for an Injury and seven (7) days for an Illness. Cover for an Injury will commence at 00.01 on the fourth (4<sup>th</sup>) day of cover. Cover for an Illness will commence at 00.01 on the eighth (8<sup>th</sup>) day of cover. The Waiting Periods start from the commencement date shown on Your Certificate of Insurance of the initial Period of Insurance during which an Illness or Condition first occurs or shows Clinical Signs will be excluded from cover unless otherwise stated on Your Certificate of Insurance. The Waiting Period will not apply for any Policy that is a renewal of this Policy.

Your Pet means the Dog or Cat named on the Certificate of Insurance under Animal Details sometimes referred to as Your Puppy or Kitten.

# **General Conditions**

 During the Period of Insurance You must take all reasonable steps to maintain Your Pet's health and to prevent Injury, Illness and loss. You must arrange and pay for Your Pet to have a yearly dental examination and any Veterinary Treatment normally recommended by a Vet to prevent Illness or Injury.

You must arrange for Your Pet to be kept vaccinated against the following conditions:

**Dogs**: distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and Vets recommend vaccination) and any other vaccination recommended to You by a Vet.

**Cats**: Feline infectious enteritis, feline leukaemia 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.

If, when **You** claim, there is any other insurance under which **You** are entitled to an indemnity, to the extent permitted by law, **We** will only pay **Our** share of the claim. **You** must tell **Us** the name and address of the other insurance company and **Your Policy** number with them.

- 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 must give Us all the help You can and provide any documents We reasonably ask for.
- If You have intentionally provided false information or make a false or exaggerated claim, or any claim involving Your dishonesty, this Policy will end and We will not make any further payments.

- 4. If You submit a fraudulent claim, or solicit Your Vet to behave in a fraudulent manner or persuade them to falsify information regarding a claim, then the claim may be denied and We may cancel Your Policy. We may also be entitled to reclaim any payments already made to You in respect to such claims.
- 5. You can cancel this introductory **Policy** at any time by contacting to **Us**, providing no claims have been paid on the **Policy**.
- You agree that any Vet that holds any information about Your Pet has Your permission to release any such information We may reasonably ask for about Your Pet. If the Vet charges for this, You must pay the charge.
- 7. If We receive a request to pay the claim settlement direct to a Veterinary Practice, We reserve the right to decline this request. 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.
- When We offer further periods of Insurance, We may change the premium and the terms and conditions, and add exclusions because of Your Pet's history.
- 9. We will not guarantee on the phone if **We** cover a claim. **You** must send **Us** a claim form that has been properly filled in. **We** will then write to **You** with **Our** decision.
- 10. When You claim You agree to give Us any information We may reasonably ask for.
- 11. You must arrange for a Vet to examine and treat Your Pet as soon as possible after it shows Clinical Signs of an Injury or Illness. And if We decide, You must also take Your Pet to a Vet that We choose.
- 12. If the Veterinary Fees You are charged are higher than the fees normally charged by a general or referral practice, We reserve the right to request a second opinion from a Vet that We choose as to whether the fees are reasonable. If the Vet We choose does not agree that the Veterinary Fees charged are reasonable We may decide to pay only the Veterinary Fees usually charged by a general or referral practice in a similar area.
- 13. If We consider the Veterinary Treatment or Alternative 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 a Vet that We choose. If the Vet We choose does not agree with the Veterinary Treatment or Alternative Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative Treatment that was necessary to treat the Injury or Illness, as advised by the Vet from whom We have requested the second opinion.
- 14. We have the right to cancel Your Policy where permitted by the Insurance Contracts Act 1984.
- Any rights and remedies You have under the Insurance Contracts Act 1984 (Cth) are not affected by Your Policy.

# Cover

We will provide You with cover as set out in the following sections if they are shown as covered on Your Certificate of Insurance of Your Policy. The cover applies in Australia. The cover You have and the applicable Maximum Benefit and Excess will be shown on Your Certificate of Insurance. (see the table below for details).

Additional **Exclusions** and **Policy Limits** may apply to **Your Policy**. For full details of all relevant **Policy Limits** and **Exclusions. You** must read Your Certificate of Insurance and the specific Exclusions to each section under the heading 'What We will not pay.'

4 Weeks Free Introductory Insurance Cover (Veterinary Partner) We pay up to the Maximum Benefit for		Excess
Veterinary Fees & Alternative Treatment	Up to \$3000	\$150
Death from Illness	Up to \$500	\$150
Death from an Injury	Up to \$500	\$150
Advertising & Reward	Up to \$400	Nil

# Section 1A – Vet Fees

## We will pay:

The cost of any Veterinary Fees incurred by You during the Period of Insurance for Veterinary Treatment Your Pet has received for any covered Illness or Injury up to the Maximum Benefit.

### 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. The Excess is shown in the Excess table or on Your Certificate of Insurance in the Animal Details section, an amount of \$150.

# Section 1B – Alternative Treatment

## We will pay:

If instructed by the **Vet**, the cost of any **Alternative Treatment Your Pet** has received during the **Period of Insurance** that is deemed necessary by **Your Vet** for the **Treatment** of an **Illness** or **Injury** up to the **Maximum Benefit**.

## 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. The Excess is shown in the Excess table or on Your Certificate of Insurance in the Animal Details section, an amount of \$150.

## We will not pay Under Section 1A and 1B

- 1. More than the Maximum Benefit.
- 2. To the extent permitted by law, costs of any Treatment for:
  - An Injury that happened or an Illness that first showed Clinical Signs before
  - · Your Pet's cover started;
  - An Injury or Illness that is the same as, or has the same diagnosis or Clinical Signs
  - as an Injury, Illness or Clinical Signs Your Pet had before it's cover started; or
  - 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 are noticed or happened in, or on Your Pet's body.
- 3. To the extent permitted by law, costs of any Treatment for:
  - An **Injury** that first showed **Clinical Signs** within three (3) days or an **Illness** that first showed **Clinical Signs** within seven (7) 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 seven (7) days of Your Pet's cover starting;
  - An Injury which is the same as, or has the same diagnosis or Clinical Signs as an Injury
  - that first showed Clinical Signs within three (3) days of Your Pet's cover starting;
  - An Injury or Illness that is caused by, relates to or results from a Clinical Signs or an Illness that showed Clinical Signs within seven (7) days of Your Pet's cover starting; or
  - An Injury or Illness that is caused by, relates to or results from a Clinical Signs or an Injury that showed Clinical Signs within three (3) days of Your Pet's cover starting.
- 4. The cost of any Treatment a Vet normally recommends to prevent Injury or Illness.
- The cost of any Treatment, or complications arising from Treatment, that You choose to have carried out that is not directly related to an Injury or Illness, including cosmetic dentistry.
- 6. 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 or periodontal surgery.
- The cost of prosthodontics, the removal or repair of misaligned, retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- Any cost relating to orthodontics, malocclusion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior cross bite, overbite, brachygnathia, open bite or level bite.
- The cost of any screening tests performed without any clinical signs suggestive of an active condition which is negatively affecting your pet.

- 10. Any **Treatment** for dental disease if an annual dental examination has not been undertaken, within the twelve (12) months preceding the problem requiring **Treatment** and any **Treatment** a **Vet** recommended resulting from that had not been carried out. Evidence will need to be provided to **Us** if **Your Vet** has carried out an annual dental examination.
- 11. The cost of nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, Gastrointestinal Tract and Brachycephalic Airway Obstruction (BOAS), that occur in the first six (6) weeks of cover regardless of **Your Pet** showing **Clinical Signs** of the **Condition** or not, prior to commencement of cover or within the seven (7) day **Waiting period**.
- 12. The cost of killing and controlling fleas, general health improvers and any Treatment in connection with pregnancy or giving birth.
- 13. The cost of pheromone products, including DAP diffusers and Feliway (Animal Behavioural/mood modification products).
- 14. The cost of any Treatment in connection with breeding, pregnancy, or giving birth, including any complications arising from the treatment.
- 15. The cost of any vaccinations, spaying and castration, or routine dental treatment, other than the cost of treating any complications arising from these procedures.
- 16. The costs of:
  - Euthanasia, including any **Veterinary** consultation/visit or prescribed medication specifically needed to carry out the euthanasia; or
  - · Cremation, burial, or any other disposal of your pet.
  - Any post-mortem examination, or any other tests or procedures performed once your pet is deceased.
- 17. The cost of treatment during a house call unless the Vet confirms that moving Your Pet would further damage its health, regardless of Your personal circumstances.
- 18. The cost of having your pet transported.
- 19. Extra costs for treating **Your Pet** outside usual surgery hours, unless the **Vet** confirms an emergency consultation is necessary.
- 20. For any additional cost required to handle, diagnose, or treat your pet due to your pet's behaviour or your personal circumstances.
- 21. The cost of any hospitalisation (or boarding within a veterinary hospital), and any associated **Treatment**, unless the **Vet** confirms **Your Pet** must be hospitalised for essential **Treatment**, and Veterinary expertise is needed to carry out this **Treatment**, and therefore only a **Vet** or member of a veterinary practice can carry out these activities, regardless of **Your** circumstances.
- 22. Costs resulting from an **Injury** or **Illness** that are excluded under **Your Policy** or generally not covered within these Terms and Conditions.
- 23. The cost of surgical items that can be used more than once.
- 24. The cost of physiotherapy or **Treatment** of a **Behavioural Illness** unless this is carried out by a veterinary practice.
- 25. The cost of **Treatment** for a **Behavioural Illness** if **Your Pet's** behaviour is caused byYou failing to provide training.
- The cost of buying or hiring equipment or machinery or any form of housing, including cages.
- The cost of hiring a swimming pool, hydrotherapy pool or any other pool or hydrotherapy equipment.
- 28. The cost of bathing Your Pet unless:
  - A Vet confirms veterinary expertise is needed and therefore only a Vet or a member of a Vet practice can carry out these activities, regardless of Your personal circumstances.
- 29. 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**.
- 30. Cost of dental Treatment unless it results from an Injury or Illness.
- 31. The cost of a post mortem examination, voluntary euthanasia, attributable to an exclusion.
- 32. The cost of transplant surgery, including any pre and post-operative care.
- 33. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
- 34. The cost of any **Treatment** while on a **Journey** if a **Vet** believes it can be delayed until **Your Pet** returns Home.

- 35. The cost of any **Treatment** if the **Journey** was made to get **Treatment** outside of Australia.
- 36. The cost of the following procedures: experimental **Treatments**, or therapies; prosthetics or orthopaedic 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 manufacturer's recommendations.
- 37. Any costs for Veterinary Treatment that does not improve the health or wellbeing of Your Pet.
- 38. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 39. Administrative fees, which include but are not limited to, postage fees, payment processing fees, courier fees, travel charges, or pet transport charges.
- 40. 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.
  - The cost of any medication that can be legally obtained without a prescription from a veterinarian, or by being dispensed directly by the veterinarian. 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.**
- 41. 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**. Any further consultations and **Treatments** will require pre authorisation by **Us**.
- 42. Any claim where the full medical history is not provided when reasonably requested.
- 43. 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.
- 44. 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**.
- 45. 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**.
- 46. 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.
- 47. or the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.
- 48. 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.
- 51. For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 52. For the cost of any surgical items that can be used more than once.
- 53. 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.
- 54. In relation to any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
- 55. For the cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.
- 56. 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.
- 57. 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.

58. In relation to any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.

#### How to claim

You must fill in a claim form and send it to Us together with the original fully itemised invoices setting out the costs involved.

Claim forms can be downloaded from **Our** website <u>www.petcovergroup.com/au</u> or alternatively **You** can phone **Our** Customer Centre on 1300 731 324 and ask for a claim form. If a claim has not been submitted within twelve (12) months of **Your Pet** receiving **Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

# When to claim

You should send Us Your claim at the end of any Treatment or the end of the Period of Insurance if the Treatment has not finished by this time. Please submit the claim form within twelve (12) months of the Pet receiving Treatment. Claims must be sent to Us within 12 months of the treatment date, after the treatment start date

# Section 2 – Advertising and rewards

# We will pay:

If Your Pet is stolen or goes missing during the Period of Insurance, We will pay:

- 1. The cost of advertising; and
- The reward You have advertised and paid, with Our prior agreement to get Your Pet back.

# We will not pay:

More than the Maximum Benefit of \$400.

- 1. More than 10% of the **Maximum Benefit** towards sundries to make **Your** own posters and advertising material.
- 2. Any reward that We have not agreed to before You advertised it.
- Any reward not supported by a signed receipt giving the full name and address of the person who found **Your Pet**.
- 4. Any reward paid to any person living with You or employed by You.
- 5. Any reward paid to a person who was caring for Your Pet when it was stolen.

# Special conditions that apply to this section when Your Pet is stolen or goes missing.

You must report the loss or theft of Your Pet as soon as reasonably possible after discovering it missing, to the Police and obtain a Police incident report. If Your Pet was lost or stolen whilst in transit, You must report the loss or theft to the operator and obtain a report.

#### How to claim

Please phone **Us** on 1300 731 324 or email us on <u>claims.au@petcovergroup.com</u> for approval of any reward before **You** advertise it. **We** will then send **You** a claim form for advertising and rewards. Fill in the claim form and send it to **Us** with fully itemised invoices and receipts to show the costs involved, including a receipt for any reward **You** paid.

If the loss or theft happened whilst in transit please also send  ${\bf Us}$  the booking invoice for the transit or any other official documentation to show the dates of the journey.

You can email the completed claims form to <u>claims.au@petcovergroup.com</u> or post it to:

Petcover Aust PtyLtd.

**Claims** Centre

1-3 Smolic Court

Tullamarine, VIC 3043

#### When to claim

You should send Us Your claim if Your Pet is not recovered or returned after thirty (30) days of being lost or stolen. If a claim has not been submitted within twelve (12) months of Your Pet being stolen, or going missing We may refuse to pay the claim, to the extent that We are prejudiced by the late notification of the claim.

# Section 3 – Death from Injury

# We will pay:

The price **You** paid for **Your Pet** if it either dies or has to be put to sleep by a **Vet** during the **Period of Insurance** as a result of an **Injury** caused by an **Accident**. If **You** did not pay for **Your Pet** or have no formal proof of how much **You** paid, **We** will pay the **Market Value** of **Your Pet**, but not exceeding the **Maximum Benefit**.

# You must pay:

For each claim under this section during the **Period of Insurance**, **You** must pay an **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under Animal Details section, an amount of \$150.

# We will not pay:

Any cover for death as a result of an Injury that occurred within the three (3) day Waiting Period.

- 1. More than the Maximum Benefit of \$500.
- To the extent permitted by law, any amount if the death results from an Injury that happened prior to the Period of Insurance.
- Any amount if the death results from an Injury or Illness specified as excluded on Your Certificate of Insurance or generally not covered within these terms and conditions.
- 4. Any amount if Your Pet is put to sleep by a Vet unless the Vet has put Your Pet to sleep as a result of an Injury that cannot be treated and believes it was not humane to keep Your Pet alive because it was suffering.

## How to claim

For a claim form for accidental death, download a claim form from Our website <u>www.</u> <u>petcovergroup.com/au</u> or by contacting us on either 1300 731 324 or <u>claims.au@</u> <u>petcovergroup.com</u>.

You can email the completed claims form to <a href="mailto:claims.au@petcovergroup.com">claims.au@petcovergroup.com</a> or post it to: Petcover Aust PtyLtd.

Claims Centre

1-3 Smolic Court

Tullamarine, VIC 3043

Please send Us:

- 1. A death certificate from Your Vet;
- The Pet's original Pedigree Certificate and receipt from when You bought Your Pet, where applicable; and
- 3. Your claim form.

We will not pay for the provision of this information.

# When to claim

You should send Us Your claim as soon as possible after the death of Your Pet. If a claim has not been submitted within twelve (12) months of Your Pet's death, We may refuse to pay the claim, to the extent that We are prejudiced by the late notification of the claim.

# Section 4 – Death from Illness

# We will pay:

The price **You** paid for **Your Pet** if it either dies or has to be put to sleep by a **Vet** during the **Period of Insurance** as a result of an **Illness**. If **You** did not pay for **Your Pet** or have no formal proof of how much **You** paid, **We** will pay the **Market Value**, but not exceeding the **Maximum Benefit**.

## You will pay:

For each claim under this section during the **Period of Insurance**, **You** must pay an **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under Animal Details section, an amount of \$150.

## We will not pay:

- 1. Any cover for death as a result of an **Illness** that occurred within the seven (7) day **Waiting Period**.
- 2. More than the Maximum Benefit of \$500.
- 3. To the extent permitted by law, any amount if Your Pet's death results from:
  - An Illness that first showed Clinical Signs before Your Pet's cover started;
  - An Illness that is the same as, or has the same diagnosis or Clinical Signs as an
  - · Illness or Clinical Sign Your Pet had before cover started; or
  - An Injury or Illness that is caused by, relates to or results from an Illness or Clinical Signs Your Pet had before it's cover started, no matter where the Injury, Illness or Clinical Signs are noticed or happen in or on Your Pet's body.
- 4. To the extent permitted by law, any amount if Your Pets death results from;
  - An Illness first showed Clinical Signs within seven (7) days of Your Pet's cover starting;
  - An Illness that is the same as, or has the same diagnosis or Clinical Signs as an Illness or Clinical Signs Your Pet has before it's cover started or within seven (7) days of Your Pet's cover starting; or
  - An Illness that is caused by, arises from or is in any way connected with or results from an Illness or Clinical Sign that was first noticed, or an Illness that first showed Clinical Signs within seven (7) days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical Signs are noticed or happen in or on Your Pet's body.
- 5. Any amount if the death results from pregnancy or giving birth.
- Any amount if the death results from an Injury or Illness specified as excluded on Your Certificate of Insurance or generally not covered within these terms and conditions.
- The purchase price or Market Value of Your Pet if a Vet puts Your Pet to sleep unless it is because of an incurable Illness and the Vet believes it was not humane to keep Your Pet alive because it was suffering.

#### How to claim

For a claim form for death from **Illness**, download a claim form from **Our** website <u>www.</u> <u>petcovergroup.com/au</u> or phone **Our** Customer Centre on 1300 731 324.

Please send Us:

- 1. A death certificate from Your Vet;
- The Pedigree Certificate and receipt from when You bought Your Pet, where applicable; and
- 3. Your completed claim form.

We will not pay for the provision of this information.

# When to claim

You should send Us Your claim as soon as possible after the death of Your Pet. If a claim has not been submitted within twelve (12) months of Your Pet's death We may refuse to pay the claim, to the extent that We are prejudiced by the late notification of the claim.

# **Claims Procedure**

- Unless You are claiming for Vet's fees, You must let Us know of any circumstances, which are likely to lead to a claim. Please write to: Petcover Aust Pty Ltd, 1-3 Smolic Crt, Tullamarine VIC, 3043.
- Alternatively, You may either phone Our Customer Centre on 1300 731 324 or email us at claims.au@petcovergroup.com.
- 3. Claims involving Your Pet being attacked by another animal:

If **Your Pet** has been injured or had to be put down due to being injured by another animal, please contact **Petcover** for an additional form that needs to be completed and be included with **Your** claim form along with the following:

- Details of the owners of the other animal(s)
- · Confirmation the matter was reported to the police/relevant authority; and
- Depending on where the attack happened, You must report the attack to the appropriate authorities in that Shire/municipality, i.e. The Ranger at the Local Council/ Police Station.

You must then follow the procedures set out in the section under which You are claiming.

Please make sure **Your** claim form is fully completed by **You** and **Your Vet** as any incomplete claim forms will be returned to **You**.

## **Changes to this Notice**

We keep Our privacy notice under regular review. This notice was last updated on the  $14^{th}$  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

Email: info.au@petcovergroup.com

For information about the Insurer Sovereign Insurance Australia please visit <u>https://www.sovereignaustralia.com.au/</u>.

# 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 party identified below who has authority to accept service and enter an appearance on the **Insurer's** behalf and are directed at **Your** request to give a written undertaking to **You** to enter an appearance on behalf of the **Insurer**:

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 Calling from overseas: By Email In Writing

Website Voice Call Relay Users and ask for TTY Users Call and ask for SMS Relay Users 1300 731 324 +61 3 9339 3333 info.au@petcovergroup.com Petcover Aust Pty Ltd 1-3 Smolic Court Tullamarine VIC 3043 petcovergroup.com/au 1300 557 727 1300 731 324 133677 1300 731 324

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<sup>7</sup> 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).

