

Basic cover

# Product Disclosure Statement and Policy



# Welcome

Welcome and thank you for choosing Coles Insurance. We believe pet insurance doesn't need to be complicated or expensive, which is why we offer real quality and great value.

Coles Pet Insurance is underwritten by Guild Insurance Limited ABN 55 004 538 863 AFS Licence No. 233791. Only Guild as the insurer can issue, vary or cancel Coles Pet Insurance policies. Guild will also assess and pay claims.

This document contains all of the information you need to understand your insurance policy. If you would like further information on any of the topics covered, please contact us on 1300 333 738.

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# Making a Claim

## Claiming is Easy

We understand how important pets are. We've developed a simple claims process to ensure that You receive your benefit as quickly as possible.

The easiest way to claim is online. Simply upload a copy of the itemised invoice and the consultation notes from Your Vet visit at: [coles.com.au/insurance](https://coles.com.au/insurance)

You can lodge claims online 24/7 365 days of the year, whenever is most convenient for you.

In some instances, your vet may be able to lodge a claim on your behalf with your permission.

All claims should be submitted within one year (365 days) of Treatment. If You do not do so, Your late notification may harm Your entitlement to Cover under this Policy.

You should also read and comply with the general conditions and general claims conditions that form part of Your Policy.

**We are always here to help. If You need to contact Us, We are available on 1300 333 738.**

## Supporting Information

You will need to provide relevant documents to Us in support of Your claim. We will tell you the information We need You to provide for each Part of Your Policy.

In order to be able to process Your claim, We will require all relevant itemised tax invoices, payment receipts and applicable consultation notes.

If You are submitting a claim for the first time, We may ask You to provide a full veterinary history from the attending Vet and any previous Vets who have treated Your Pet. Any delay in providing this information may result in a delay in processing Your claim.

We may directly contact Your attending Vet or any previous Vets who have treated Your Pet to seek information and clarification on Your claim.

When an invoice from Your Vet includes costs for the provision of services, procedures and/or Treatment for multiple conditions We may seek clarification from Your Vet in order to identify the costs relating to each condition, procedure or service performed in order to determine if multiple claims are required and calculate the amount You are Covered for and entitled to claim under Your Policy.

## When We Finalise Your Claim

When We have finalised Your claim We will inform You in writing of how Your claim has been settled.

## Claims Involving Your Pet Being Injured by a Third Party

If Your Pet has been injured, killed, or requires humane euthanasia due to being injured by a person, another animal or by a vehicle, We may seek further information to assist Us in managing Your claim including:

- > circumstances of the incident;
- > contact details for other parties or witnesses;
- > digital evidence – e.g. phone and dash-cam videos; and
- > police reports or communication with other relevant authorities.

# Introduction and Product Disclosure Statement

Please read this Product Disclosure Statement and if You are in doubt as to how it may affect You please contact Us and ask for an explanation.

## Applying for Cover with Us

Prior to this Policy coming into effect You have provided Us with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application for this Policy and the information You have provided is set out in the Schedule and any addendum attached to the Schedule.

You must ensure the information provided to Us is accurate and that You have complied with Your duty to take reasonable care not to make a misrepresentation. We have relied on Your Application to decide whether to issue this Policy and, if We do so or have, the terms and conditions upon which We do/did so.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule, any addendum to the Schedule and this policy-booklet. If payment of the Premium as stated in the Schedule is not made then there is no Cover provided under this Policy.

## Your Policy

Your Policy consists of:

- > the Policy wording;
- > a Schedule and an addendum attached to the Schedule; and
- > other documentation indicating a change to Your Policy, including Endorsements.

The Policy wording, together with the Schedule and the addendum attached to the Schedule, form the legal contract of insurance between You and Us.

This policy-booklet consists of:

- > the Product Disclosure Statement and other important information that You need to know before You take out a Policy with Us. This important information applies either to all Parts or to certain Parts of this Policy; and
- > the Policy wording, which forms part of Your legal contract with Us and tells You:
  - > what Your Policy Covers;
  - > what Your Policy does not Cover;
  - > Excesses that apply to claims under this Policy; and
  - > conditions that relate to Your Cover and to claims You may make under this Policy.

The Schedule will state the details of the insurance Cover which You have selected and which are particular to You and includes any Endorsement that changes or limits the Cover stated in the Policy wording.

When We change Your Policy details during the Period of Cover We will send You a new Schedule. This Schedule will be titled 'Policy Change' and will contain details of the Endorsement to Your Policy. We will also provide You with a new Schedule at each renewal of Your Policy Cover.

We will only provide insurance Cover for the Period of Cover shown on Your Schedule.

Please read this policy-booklet together with Your Schedule, the addendum attached to Your Schedule and any accompanying documents carefully and keep them in a safe place for future reference.

## Your Policy Renewal

Prior to each anniversary date of this Policy We will send You a notice to advise You that Your Policy Cover will expire on the anniversary date.

If We invite continuation of this Policy beyond the anniversary date We will send You a renewal invitation. That invitation will be in the form of a Schedule similar to the one We provided to You at the start of Your insurance Cover with Us. Your Schedule will set out the terms and conditions of Cover and the Premium for the next Period of Cover.

Your Schedule and any addendum attached to the Schedule contains information You have previously provided Us. We will ask You to check the information contained in the Schedule and any addendum and advise Us of any changes.

It is important that You advise Us of any changes to that information as We will rely on that information to offer You renewal of this Policy.

Your failure to advise Us of any change to the information contained in any addendum may breach Your duty to take reasonable care not to make a misrepresentation and may subsequently affect the Cover under this Policy in a significant way.

The renewal invitation may contain changes to Your Cover and, if so, those changes will apply to the following Period of Cover. Your payment of the renewal Premium will signify Your acceptance of those changes to Your Cover.

For example, We may change the terms and conditions of the Policy to reflect changes to the risk associated with insuring Your Pet based on factors such as Your Pet's age, Home, medical history, and changes We may make to the level of Cover. Your renewal Premium may also reflect any change in circumstances.

Once You have paid the Premium for the next Period of Cover the renewal invitation will be the Schedule for Your next Period of Cover and will form part of this Policy.

## Our Commitment to You

We value Our customers and work hard to build strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

We will do so by:

- > managing Your Policy and any claim You may make courteously, promptly and efficiently;
- > respecting Your entitlement to the full benefit of the Cover provided by Your Policy in respect of any claim You make in relation to Your Pet;
- > considering any request You might make;
- > deciding whether to give Our consent or to exercise a right, discretion or remedy in respect of Your Policy Cover; and
- > ensuring any conditions We impose are reasonable in the circumstances.

## What Happens if You Disagree with One of Our Decisions or Have a Complaint about Our Service?

Despite Our best intentions, sometimes We get it wrong.

If You want to question one of Our decisions, or if You have a complaint about how We have handled Your Policy or claim, We want You to tell Us.

Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

## Complaints and Disputes Resolution

When a complaint or dispute arises Our objective is to resolve any disagreement as amicably and quickly as possible.

If You would like to make a complaint please call Us during office hours and speak to one of Our staff who will assist You.

In those instances where We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You may request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process. This service is free of cost to You.

You can view Our complaints resolution procedures at [coles.com.au/insurance/existing-customers/complaints-handling](https://coles.com.au/insurance/existing-customers/complaints-handling).

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further, You are entitled to seek an external review of the decision. We will advise You of Your entitlement to do so if the occasion arises.

In particular, for some types of general insurance You can access the assistance of the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). This scheme is also free of cost to You.

AFCA's contact details are:

Website: [afca.org.au](https://afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)  
In writing to: Australian Financial  
Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

Alternatively, You may seek independent legal advice at Your own expense.

## Cooling-off Period

If this Policy does not meet Your needs then You may cancel it within twenty-one (21) days of the commencement of Cover by notifying Us. You will receive a refund of the Premium You have paid unless You have made or are entitled to make a claim under this Policy.

You still have cancellation rights after this cooling off period ends and these rights are set out in the general conditions of this Policy.

## General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- > to commit us to high standards of service;
- > to promote better, more informed relations between us and you;
- > to maintain and promote trust and confidence in the general insurance industry;

- > to provide fair and effective mechanisms for resolving complaints you make about us; and
- > to promote continuous improvement of the general insurance industry through education and training.

Please contact Us if You would like further information about the Code. Alternatively, You can view and obtain a copy of the Code at [codeofpractice.com.au](http://codeofpractice.com.au).

## How We Calculate Your Premium

We use a range of factors to calculate Your Premium. The following table shows some of the key factors that affect Your Premium.

When You change or renew Your Policy We review Your Premium taking into consideration any relevant changes in Your circumstances.

Premium Factors	
<b>Species</b> <b>Breed</b> <b>Age</b> <b>Gender</b> <b>Neutered/Spayed</b>	Each breed of Pet is prone to a range of different health conditions that will change over their lifetime.
<b>Location</b>	Where Your Pet is located will impact on the cost of providing Cover under Your Policy. Some conditions are more likely to occur in different areas and the cost of Treatments can differ by location.
<b>Benefit Level</b>	Choosing to share in the cost of claims by selecting a Benefit Level will have an impact on Your Premium.
<b>Number of Pets</b>	We may provide a discount where multiple Pets are insured under Your Policy.
<b>Claims Experience</b>	We recognise that healthy Pets deserve recognition and may adjust Your Premium on renewal to reflect claims made against Your Policy.
<b>Other Factors</b>	The level of Cover; Our claims experience; and events that impact the insurance industry may all impact the Premium.

## Significant Features and Benefits

Coles Pet Insurance is designed to help Pet owners manage the unexpected financial risks associated with ownership of their Pets.

The Policy does not Cover every circumstance or expense and We have certain terms, conditions, exclusions and limitations that are designed to help keep Premiums low.

Your Policy Covers have been selected to provide You with protection against large and unexpected Treatment costs.

This includes broad coverage for Accidental Injuries and Cover for a list of specified Illnesses as described in Part A and Part B of this Policy. Limits apply to some conditions, Treatments or types of injuries and illnesses.

A summary of significant features and benefits is set out below. For the full details of Your Cover You should read the entire Policy.

Summary	
<b>Accidental Injury</b>	Where Your Pet sustains an Accidental Injury Covered under Part A of this Policy You are Covered for the cost of Vet Fees for Treatments provided by Your Vet during the Period of Cover.
<b>Illness</b>	Where Your Pet develops one of the specified Illnesses listed as Covered in the Policy under Part B, You are Covered for the cost of Vet Fees for Treatments provided by Your Vet during the Period of Cover.
<b>Hospitalisation</b>	Your Pet is covered for the cost of hospitalisation where required for the Treatment of any conditions Covered under this Policy.
<b>Essential Euthanasia (Additional)</b>	We will pay the Vet costs to euthanise Your Pet if a Vet decides it is essential due to an Accidental Injury or an Illness Covered under this Policy.
<b>Waiting Periods</b>	Waiting Periods apply to most claims under this Policy. We do not pay for claims that arise before Your Cover commenced. Any conditions arising during the Waiting Period will not be eligible for Cover. Waiting Periods are shown on Your Schedule.
<b>Excess</b>	An Excess will apply to most claims made under Your Policy. Your Excess is shown on Your Schedule.
<b>Benefit Level</b>	For claims made under the Accidental Injury or Illness sections We will only pay that proportion of the Treatment costs that aligns with the Benefit Level You have selected. The Covered proportion will be calculated after Your Excess is applied, and before any relevant sub-limit and Benefit Limit.  Your selected Benefit Level is shown as a percentage on Your Schedule.
<b>Benefit Limit</b>	We pay up to a total of \$10,000 for all claims, per Pet, in any one Period of Cover. If the limit is reached, We will not make any more payments until Your Policy is renewed. When Your Policy is renewed the limit will be available again for Treatment provided in the new Period of Cover.
<b>Sub-Limits</b>	In any one Period of Cover We limit the total amount We will pay for claims for the following conditions, Treatments or types of Accidental Injury or illness for each Pet: <ul style="list-style-type: none"> <li>&gt; Cruciate Ligament – \$3,000;</li> <li>&gt; Tick Paralysis – \$2,500;</li> <li>&gt; Ingestion of Foreign Objects – a maximum of one incident per Pet;</li> <li>&gt; Essential Euthanasia – \$500.</li> </ul>
<b>Multi Pet Discount</b>	You may receive a discount where multiple Pets are included on Your Policy.



## Summary

<b>Healthy Pet Discount</b>	We recognise that healthy Pets deserve recognition and may adjust Your Premium on renewal to reflect claims made against Your Policy.
<b>Specific Treatments not Covered</b>	<p>The general exclusions to this Policy state what is not Covered by Your Policy. You should read the general exclusions to make sure the Cover provided under this Policy meets Your needs.</p> <p>For example, there are some Treatments that will not be Covered under this Policy, including:</p> <ul style="list-style-type: none"> <li>&gt; General Consultations;</li> <li>&gt; Dental Treatment;</li> <li>&gt; Alternative or Complementary Treatment;</li> <li>&gt; Elective Treatment; and</li> <li>&gt; Preventative Treatment.</li> </ul>
<b>Prior Injury or Health Conditions not Covered</b>	<p>Your Policy has been designed to Cover Accidental Injuries and Illnesses that arise during the Period of Cover. It does not Cover any changes in Your Pet's health that You or Your Vet notice before Cover under this Policy commences or during the Waiting Period. These are referred to in Your Policy as <b>Pre-existing Conditions</b>.</p> <p>Examples of Pre-existing Conditions can be found in the Important Information section of this policy-booklet.</p> <p>If Your Pet is fit and healthy, with no existing injury or illness when Cover under Your Policy commences, then Cover would be available with no exclusions for Pre-existing Conditions.</p>
<b>Conditions that are Related or Bilateral to a Pre-existing Condition</b>	<p>Some conditions affecting Your Pet can spread from one body part to another. These are considered Related conditions. In other cases, the existence of one condition can lead to a higher chance of a similar condition in the opposite body part. These are considered <b>Bilateral conditions</b>.</p> <p>Your Policy does not Cover any condition that is Related or Bilateral to a Pre-existing Condition.</p> <p>Examples of Related conditions and Bilateral conditions can be found in the Important Information section of this policy-booklet.</p> <p>If Your Pet is fit and healthy, with no existing injury or illness when Cover under Your Policy commences, then Cover would be available with no exclusions for Related conditions or Bilateral conditions.</p>
<b>Care of Your Pet</b>	It is a requirement of this Policy that You act in the best interests of Your Pet. This includes provision of proper maintenance and preventative care, as well as prevention and appropriate ongoing management of any injury or illness after it occurs in line with advice from Your veterinarian; not doing so may jeopardise Your ability to make a claim.
<b>Lifetime Care Renewal Guarantee</b>	Your Policy provides a lifetime care renewal guarantee. This means that You can continue to claim for ongoing Treatment of conditions covered by Your Policy provided You renew Your Policy each year.
<b>Premium Increases as Your Pet Grows Older</b>	Cats and dogs, like humans, are more prone to illness as they get older and their likelihood of needing Treatment increases. This means that Your insurance Premium is likely to increase each year as Your Pet gets older.

## Your Privacy

We are committed to complying with privacy laws and protecting Your personal information.

We and Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 AR and its associated entities (together "Coles Group") collect your personal information directly from You or through others including entities listed in Our Guild Privacy Policy and the Coles Group Privacy Policy. These can include another party involved in a claim, any Vet who has provided treatment to Your Pet, Our service providers, investigators, and legal advisors.

By entering into a contract with Us, You agree that we may collect, use disclose and hold Your personal information as set out in the Privacy Policies.

### How we use Your personal information

We and Coles Group companies and the parties listed in the Privacy Policies will use Your personal information for the purposes it was collected for. That usually includes providing You with assistance, a product or service You requested.

Your personal information may also be used for other purposes that are set out in the Privacy Policies. You may choose to not give Your personal information, however, not giving Your personal information may affect Our or Coles Group companies ability to provide You with a product or service, including processing an insurance claim.

### Further information

We and Coles Group companies may disclose Your personal information to:

- > related entities
- > flybuys
- > service providers – including some service providers that may be based overseas
- > other organisations as set out in the Privacy Policies

The Privacy Policies provide more information about how Your personal information is collected, from whom it is collected and how we hold, use and disclose Your information. The Privacy Policies also provide information about how You can:

- > access Your personal information
- > make a complaint in relation to Your privacy
- > ask us to correct Your personal information
- > opt out of receiving materials we send

You can access the Guild Privacy Policy at [www.guildinsurance.com.au/privacy-policy](http://www.guildinsurance.com.au/privacy-policy) and the Coles Group Privacy Policy at [www.coles.com.au/privacy](http://www.coles.com.au/privacy). Alternatively You can call us on 1300 333 738 or send us an email to [petinsurance.enquiries@coles.com.au](mailto:petinsurance.enquiries@coles.com.au).

## Your Duty to Take Reasonable Care Not to Make a Misrepresentation

Before You enter into an insurance contract, You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation.

Any offer of insurance depends on Our assessment of Your circumstances. Our decision will be based on the information You give us in response to the questions We ask when You apply for, renew or change Your insurance with Us.

Each question We ask You is important to Our decision to provide You with cover. Even matters that may seem minor can affect Our assessment. You should therefore treat every question as important.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must take care to answer the questions truthfully, accurately, completely and to the best of Your knowledge.

You have this duty until We agree to insure You.

## Failing in Your Duty May Impact Your Cover in a Significant Way

Inaccurate, incomplete or misleading information may have a serious impact on Your insurance. We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

# Important Information

The following important information applies to all Parts of this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Us and ask for an explanation.

## Alteration of Risk

This Policy Covers You as You have represented Yourself to Us. It is important for You to advise Us immediately of any changes to Your circumstances that may result in an increased risk of an incident that may cause harm to Your Pet.

In particular, We need You to advise of any change that involves:

- > a change to Your Home address or the address where Your Pet normally lives if Your Pet no longer lives with You at Your Home;
- > the ownership of Your Pet; or
- > Your Pet being de-sexed.

We have relied on all of this information to provide Cover under this Policy and the terms and conditions on which We provide that Cover.

When We receive Your notification of a change We may:

- > adjust the Premium or terms of this Policy; or
- > cancel this Policy, in accordance with the provisions of the Insurance Contracts Act 1984 should We not wish to continue with this insurance.

## Commencement of Cover and Cover Limitations

### Commencement of Cover

The Cover provided under this Policy does not commence until We have accepted Your Application or We have otherwise confirmed We have accepted Your insurance and You have paid the Premium to Us.

Your Policy commencement date is shown on Your Schedule.

### Cover Limitations

The Policy contains exclusions to Your Cover and You should read the Policy wording in each Part and in the general exclusions of this Policy to understand what is not Covered and to satisfy Yourself that this Policy meets Your needs for Cover for Your Pet.

In particular:

### Part A – Accidental Injury

Most injuries are Covered under Part A – Accidental Injury. We tell You those accidents or injuries We do not Cover.

You should read Part A – Accidental Injury and the definition of 'Accidental Injury under 'General Definitions' to make sure this Cover meets Your needs and familiarise Yourself with the relevant Waiting Periods accordingly.

### Part B – Illness

We specify the illnesses that You are Covered for and these are shown in Part B – Illness. We only Cover You for those specified illnesses.

You should read Part B – Illness and the definition of 'Illness' under 'General Definitions' to make sure the Cover meets Your needs.

### Alternative or Complementary Treatment

We will not Cover You for any expense incurred in respect of Alternative or Complementary Treatment (as defined in this Policy) being provided to Your Pet.

You should refer to the definition of 'Alternative or Complementary Treatment' under 'General Definitions' for details of treatments We do not Cover.

### Costs Incurred After the Period of Cover Expires

If You continue to incur expenses beyond the Period of Cover in which Your Pet sustains the Accidental Injury or Illness You will only be Covered for those expenses if You have renewed Your Policy with Us.

### Costs Incurred Prior to Commencement of Cover or During the Waiting Period

Your Policy does not Cover costs incurred in respect of an Accidental Injury or Illness that occurred or existed, that You or Your Vet were aware of, or You should reasonably have been aware of, before Your Pet's Cover under this Policy first commenced or before the completion of any Waiting Periods stated in Your Policy or on Your Schedule.

### Your Cover – Benefit Level

A Benefit Level will apply to Your claim under this Policy. The amount of the Benefit Level applicable is shown on Your Schedule.

We will apply the Benefit Level, after deducting the amount of any applicable Excess, to any claim under this Policy. Any Benefit Limit or sub-limit will be applied after the Excess and Benefit Level.

**Example 1:**

- > If You have an Excess of \$200 and a Benefit Level of 80% and You make a claim for Treatment cost of \$3,000, the most We will pay is \$2,240.

(Total Treatment costs \$3,000 - Excess \$200)  
X 80% Benefit Level.

Any applicable sub-limit and Benefit Limit will be applied after that calculation.

**Your Cover - Benefit Limit**

The Benefit Limit shown on Your Schedule represents the maximum amount You are Covered for in respect to all the claims You make in any one Period of Cover per Pet.

Any costs You incur above the Benefit Limit for Treatment to that same Pet during the same Period of Cover will not be Covered.

**Example 2:**

- > If You have a Benefit Limit of \$10,000, and You have previously had a claim, or number of claims, under this Policy totalling \$7,000 per Pet during the Period of Cover We will only pay up to \$3,000 for any further costs for that same Pet during the same Period of Cover.

Your full Benefit Limit will reset when You renew Your Policy.

**Your Cover - Sub-Limits**

There are Parts of Your Cover that have a particular Benefit Limit. We call this a Cover sub-limit.

If a sub-limit for a particular item, condition or Treatment is shown on Your Schedule or elsewhere in Your Policy, We will not pay more than that amount in total for that item, condition or Treatment in any one Period of Cover per Pet (subject to the Benefit Limit having not been exceeded).

**Example 3:**

- > The maximum We will pay for the Treatment of tick paralysis in any one Period of Cover is \$2,500 whether this cost arises from one or multiple claims during that Period of Cover.

There are other parts of Your Cover where a particular limit may apply. You should read the Policy Cover to ensure the Cover provided meets Your needs.

**Commission**

We pay interested parties and Our referral Partners up to 20% (twenty per-cent) of Your Premium (exclusive of government charges), in total no more than 25% (twenty-five per-cent).

**Excess**

An Excess may apply to each claim under this Policy. The amount of any Excess applicable is shown on Your Schedule.

We will deduct the amount of any Excess before applying the Benefit Level to Your claim before any Benefit Limit or Sub-limit is applied.

Your Excess is only applied once per claim even if You claim under more than one Part of Your Policy.

Where You claim for an ongoing condition over multiple Periods of Cover only a single Excess will be applied.

You should read the section How We Settle Your Claim to make sure the Cover meets Your needs.

**Interests of Other Parties**

This Policy will only Cover the insurable interest of the person named on Your Schedule unless otherwise specifically Covered under any Part of this Policy.

**Lifetime Care -  
Renewal Guarantee**

Your Pet has lifetime Care renewal guarantee under Your Coles Pet Insurance Policy.

This means You can continue to claim under this Policy for Your Pet's Treatment for a Covered Illness or an Accidental Injury throughout Your Pet's lifetime provided You renew the Policy annually without a break in Cover, while Guild continues to issue Accident and Illness cover for Pets.

Cats and dogs, like humans, are more prone to illness as they get older and their likelihood of needing Treatment increases. This means that Your insurance Premium is likely to increase each year as Your Pet gets older.

**Pre-existing Conditions**

We will not Cover You for the cost of any Treatment for a Pre-existing Condition or any condition that is Related or Bilateral to a Pre-existing Condition.

It is important You are aware of these particular limitations of Your Cover.

We understand these terms might be difficult to understand so We have provided an explanation and examples here to make them clearer

### What is a Pre-existing Condition?

A Pre-existing Condition is an injury or illness occurring or existing prior to the commencement of Cover under this Policy, or within the Waiting Period, that:

- > You or Your Vet were aware of; or
- > You should reasonably have been aware of.

#### Example 1:

- > Your Pet is limping prior to Your Cover under this Policy commencing or during the Waiting Period. A Veterinarian assesses Your Pet for the limping after your Waiting Period has been completed - this is considered to be a Pre-existing Condition and will not be Covered.

#### Example 2:

- > Your Pet shows signs of a cruciate ligament condition in the left leg prior to Cover under this Policy commencing or during the Waiting Period. That condition will be considered a Pre-existing Condition and all costs for that medical condition will not be Covered.

What is a Related condition?

A Related condition:

- > has the same symptoms (whether or not diagnosed);
- > has the same diagnosis; or
- > results from the same disease;

as another condition.

When Your Pet has a condition that is Related to a Pre-existing Condition, We will not Cover You for the cost of any Treatment.

#### Example 3:

- > If Your Pet has a rash on its back before Your Policy commenced or during the Waiting Period Your Policy will not Cover the same rash if it spreads to its stomach.

What is a Bilateral condition?

A Bilateral condition can occur in body parts of which Your Pet has at least two: one each side of the body (e.g. ears, eyes, knees, cruciate ligaments).

When an injury or illness occurs that is the same as a Pre-existing Condition, but affects the Bilateral body part, We will not Cover You for the cost of any Treatment.

#### Example 4:

- > If Your Pet shows signs of a cruciate ligament issue in the left leg prior to commencement of Cover under this Policy or within the Waiting Period, any Treatment for a subsequent cruciate ligament issue in the right leg would be considered a condition Bilateral to a Pre-existing Condition and would not be Covered.

### Cured Pre-existing Condition

Where it can be demonstrated that a Pre-existing Condition is fully cured and is no longer relevant to the ongoing health of Your Pet that condition will no longer be excluded from Cover for any future Treatment.

#### Example 5:

- > Where Your Pet has shown signs of an ear infection prior to Cover under this Policy commencing, or within the Waiting Period, that condition will be considered a Pre-existing Condition and all costs relating to that condition will not be Covered.

However, once that ear infection has been successfully Treated and complete healing evidenced to Our reasonable satisfaction, including no ongoing Treatment or medication, any subsequent incidence of ear infection would no longer be considered a Pre-existing Condition.

## Premiums

Your Premium will be subject to the inclusion of:

- > GST in accordance with relevant taxation legislation; and
- > stamp duty as imposed by the relevant legislation of each Australian State or Territory.

When You change or renew Your Policy, We review Your Premium and increase or decrease it in line with any relevant changes to these factors.

## Premium Payments by Instalments

When You pay Your Premium by instalments, then:

- > if an instalment Premium payment is overdue for a period exceeding fourteen (14) days We will refuse to pay any claim under this Policy arising from an event happening after the due date of the instalment Premium; and

- > if an instalment Premium payment is overdue for a period exceeding one (1) calendar month We will cancel this Policy without notice to You.

## Treatment Provided Outside of Australia

There is no Cover under this Policy for Treatment to Your Pet where the Treatment is provided outside of Australia.

## Waiting Periods

A Waiting Period applies to most Accidental Injuries and Illnesses Covered under Your Policy.

If Your Pet sustains an injury or first shows signs of an Illness at any time in the Waiting Period then it will be considered a Pre-existing Condition and We will not Cover any costs relating to that injury or Illness no matter when those costs are incurred by You.

The specific Waiting Periods are shown in Your Policy or on Your Schedule.

- > Generally, Waiting Periods are twenty-one (21) days for most Accidental Injuries or Illnesses.
- > For some Accidental Injuries We waive the Waiting Period completely (see Table 1, page 16).
- > For a cruciate ligament condition the Waiting Period is six (6) months.

## Waiver of Rights and Our Right to Recovery

### Waiver of Rights

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

### Preventing Our Right to Recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any Loss, damage or liability which is Covered under this Policy We may not Cover You under this Policy for that Loss, damage or liability.

# How We Settle Your Claim

## Accidental Injury and Illness Cover

We pay Your selected Benefit Level of approved claim costs, less any relevant Excess, up to the annual limit for claims (unless a sub-limit applies) under Your Policy. The Benefit Limit of \$10,000 is the maximum We will pay for each Pet in the Period of Cover.

### Example:

Where Your Vet Fees for any one claim are: **\$1,200**

and assuming We approve Your Vet Fees in full, then after deducting Your Policy Excess: **\$200**

You can claim Your Benefit Level of the costs: **\$1,000**

Where You have selected a Benefit Level of 100% We will pay You: **\$1,000**

Where You have selected a Benefit Level of 80% We will pay You: **\$800**

Only the amounts We pay You will be counted against Your Benefit Limit, or any sub-limit that applies.

In the event that a claim is subject to a sub-limit, as shown on Your Schedule, then the sub-limit is the maximum We will pay for claims of that type for each Pet in that same Period of Cover.

## Additional Benefits

Under the additional benefit Essential Euthanasia we pay 100% of approved claim costs up to the sub-limit. You don't need to pay any Excess under this Cover.

## Claim Considerations

What We pay for Your claim is based on factors such as the following:

- > whether Your Policy provides Cover for the injury, illness or treatment Your Pet receives;
- > whether the Vet Fees incurred were required and are reasonable;
- > whether an Excess and Benefit Level applies;
- > whether any sub-limit applies;
- > the Benefit Limit that applies; and
- > exclusions, general conditions and general claims conditions that apply to Your Cover.

## Claim Payments

The following is a summary of how We will pay Your claim. You should read the general claims conditions in Your Policy for full details of how We do so.

### Payments You Make to Your Vet, Veterinary Practice or Other Service Provider

You may pay Your Vet, Veterinary Practice or other service provider for the services provided to Your Pet.

We will reimburse You for those fees that are Covered by Your Policy upon receipt of a fully itemised invoice.

### Payments We Make to Your Vet, Veterinary Practice or Other Service Provider

Upon receiving a fully itemised invoice We will make payments direct to your Vet, Veterinary Practice or other service provider where they agree for Us to do so.

### Your Policy Excess or Benefit Level

Our payment to You or to Your Vet, Veterinary Practice or other service provider will be reduced by Your Excess and the proportion above Your Benefit Level.

It is Your responsibility to pay Your Excess and the difference between the cost of the Treatment and the amount We Cover under this Policy to Us or to Your Vet, Veterinary Practice or other service provider.

# Your Policy

This policy-booklet together with the Schedule We provide to You and the addendum to the Schedule and any Endorsement form Your insurance Policy with Us.

## Our Agreement with You

We agree to provide You with the Cover set out in each of the Policy Parts which are shown on Your Schedule.

The Cover is in force for the Period of Cover shown on Your Schedule. Where you have purchased Your Policy on the same day Your Cover commences, Your Cover will commence at the time of Your purchase.

You have paid or agreed to pay Us the Premium shown on Your Schedule for the Period of Cover.

## Definitions, Exclusions, General Conditions and Claims Conditions

The following:

- a.** general exclusions;
- b.** general conditions;
- c.** general claims conditions; and
- d.** general definitions;

will apply to this Policy in addition to the more specific definitions, exclusions or conditions appearing in any Part of this Policy.

In the event of any inconsistency between the general exclusions, conditions and definitions and those more specific appearing elsewhere in this Policy then those that appear in the relevant Part of this Policy will apply.

## Headings

This policy-booklet contains headings which are used for reference only and should not be used when interpreting this Policy.

## Singular and Plural Words

In this Policy, a reference to the singular includes the plural and vice versa.



# Your Cover

## Part A – Accidental Injury

### What is Covered

We will Cover You for the costs incurred for the Treatment Your Pet receives up to Your Benefit Limit in respect of an Accidental Injury that occurs during the Period of Cover.

Cover is for Treatment that is provided:

- a. during the Period of Cover;
- b. within Australia; and
- c. on the advice of Your Vet:

### Waiting Period

A Waiting Period will apply to any claims as stated in Table 1.

**Table 1 – Waiting Period for Accidental Injuries**

Premium Factors	Waiting Period
Anaphylactic Shock	Nil
Burn or Electrocutation	Nil
Motor Vehicle Accident	Nil
Snake Bite Toxicity	Nil
All Other Accidental Injuries	21 days

### Sub-Limit of Cover

#### Tick Paralysis

In respect of any claim for an Accidental Injury involving tick paralysis the most We will pay is \$2,500 for each Pet named on Your Schedule in respect of all claims during any one Period of Cover.

#### Ingestion of a Foreign Object

We will only pay for one (1) incident of the ingestion of a foreign object for each Pet named on Your Schedule during any one Period of Cover.

### What is Not Covered

We will not Cover You in respect of any Accidental Injury directly or indirectly arising out of or in any way connected with:

- > any Pre-existing Condition; or
- > any of the matters referred to in the general exclusions of this Policy.

Any condition associated with or related to the rupture or strain of a cruciate ligament is considered an illness for which cover is provided under Part B of this Policy.

Any conditions associated with or related to degenerative joint disease are considered Illnesses and are not Covered by this Policy.

### Excess

For each Accidental Injury that is Treated You are required to pay the Excess shown on Your Schedule.

### Benefit Level

For each Accidental Injury that is Treated during the Period of Cover You can claim the Benefit Level of Vet Fees incurred after deducting any applicable Excess.

# Your Cover

## Part B – Illness

### What is Covered

We will Cover You for the costs incurred for the Treatment Your Pet receives up to Your Benefit Limit in respect of an Illness specified in this Part B.

Cover is for Treatment that is provided:

- a. during the Period of Cover;
- b. within Australia; and
- c. on the advice of Your Vet.

### Specified Illnesses Covered

Cover is provided for the Illnesses listed in Table 1 with Waiting Periods as stated.

**Table 1 – Illnesses Covered**

Illness	Waiting Period
Cancer	21 days
Cruciate Ligament Condition	6 months
Joint Dysplasia	21 days
Joint Luxation	21 days

### Sub-Limit of Cover

#### Cruciate Ligaments

The most We will pay in total for all cruciate ligament related conditions is \$3,000 for each Pet named on Your Schedule during any one Period of Cover.

### What is Not Covered

We will not Cover You in respect of any Illness directly or indirectly arising out of or in any way connected with:

- > any Pre-existing Condition, including any condition that is Related or Bilateral to a Pre-existing Condition;
- > any of the matters referred to in the general exclusions of this Policy.

### Excess

For each Illness that is Treated You are required to pay the Excess shown on Your Schedule.

### Benefit Level

For each Illness that is Treated during the Period of Cover You can claim the Benefit Level of Vet Fees incurred after deducting any applicable Excess.

# Your Cover

## Part C – Additional Benefits

We will, subject to all of the provisions of this Policy, also Cover You in relation to the following additional benefits.

Additional benefits are included within the Benefit Limit and will provide Cover up to the specified sub-limit as shown on Your Schedule.

### Essential Euthanasia

We will Cover You for the cost of:

- a. Vet Treatment incurred by You during the Period of Cover to euthanise Your Pet when this is considered to be a humane and essential course of action by the Vet and arises as a result of an Accidental Injury or Illness Covered under this Policy; and
- b. the subsequent disposal, burial or cremation of Your Pet.

We will not cover You for any expense in relation to:

- i. euthanasia that relates to or is the result of an illness that is not Covered under this Policy; or
- ii. an autopsy.

### Sub-Limit of Cover

In respect of any one (1) claim the maximum amount We pay will be limited to \$500.

### Excess

No Excess will apply to claims made under this additional benefit.

### Benefit Level

100% Benefit Level will apply to claims made under this additional benefit.

# Your Cover

## Policy Limits

### Benefit Limit

The Benefit Limit is the most We will pay for all claims during the Period of Cover:

- > for each Pet named on Your Schedule; and
- > after the application of any Excess as shown on Your Schedule

If Your Benefit Limit is reached in any Period of Cover, We will not make any more payments until Your Policy is renewed.

Once renewed Your Benefit Limit will be available to use again for Treatments provided during the new period of cover.

### Sub-Limits

If a sub-limit for a condition, Treatment, or type of Accidental Injury or Illness is shown on Your Schedule, We will not pay more than that amount for that condition, Treatment or type of Accidental Injury or Illness.

# General Exclusions

The following general exclusions apply to all of this Policy unless otherwise provided under any section. Please read them carefully.

Other exclusions may be contained in a particular section of this Policy and which apply only to that specific section.

## All Parts of Your Policy

This Policy does not Cover and We will not be liable for any claim under this Policy for:

### Alternative or Complementary Treatments

the provision of Alternative or Complementary Treatments even if that Treatment is provided by a Vet for an injury or illness otherwise Covered under this Policy.

### Ancillary Costs

#### a. Accessories Costs

the cost of any accessories including but not limited to pill poppers, cage hire, crates, bedding or collars.

#### b. Ambulance and/or Hospital Costs

the cost of ambulance fees, hospitalisation and any associated Treatment, unless Your Vet confirms it is essential Treatment.

#### c. Food Costs

the cost of any food, including food prescribed by a Vet, unless it is liquid food, 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.

#### d. Medicine Costs

- > the cost of any medicines that have not been approved by the Australian Pesticides and Veterinary Medicines Authority (APVMA) or where there is no evidence to support the usage of this medicine for this condition; or
- > the cost of any bulk purchase of medicines that can't be used in full within 30 days after the end of the current Period of Cover.

#### e. Prescription Costs

the cost for Your Vet to write a prescription or the charging of a dispensing fee.

## Business, Occupation, Profession or Trade

- a. Your Pet being used as a commercial part of the activities of Your business, occupation, profession or trade; or
- b. any dog used for commercial or business purposes including but not limited to:
  - > breeding;
  - > guarding;
  - > hunting;
  - > law enforcement;
  - > organised fighting; or
  - > racing;

Provided that:

this exclusion shall not apply where Your Pet is accompanying You in their capacity as a guide dog or therapy dog.

We shall not consider taking Your Pet to Your place of work, including Your work area if You work from Your Home, as a part of Your business, occupation, profession or trade provided You do so for personal company and Your Pet is not actively engaged in Your business, occupation, profession or trade.

## Consequential Loss

consequential loss of any kind other than that specifically Covered under this Policy.

## Costs Incurred Prior to Commencement of Cover or During the Waiting Period

costs incurred in respect of an Accidental Injury or Illness that:

- a. You or Your Vet were aware of; or
- b. You should reasonably have been aware of; that occurred or existed:
  - i. before Your Pet's Cover under this Policy first commenced; or
  - ii. before the completion of any Waiting Period stated in Your Policy or shown on Your Schedule

## Death of Your Pet

costs incurred for:

- a. the euthanasia of Your Pet attributable to or resulting from an event or circumstance that is not otherwise Covered under this Policy; or
- b. an autopsy or post-mortem examination of Your Pet or for the disposal, burial or cremation of a deceased Pet other than those costs Covered under additional benefit – Essential Euthanasia.

## Dental Care, Injuries or Disease

costs incurred for dental care, dental procedures, dental injury or disease of any nature and from any cause.

## Elective Treatment

Elective Treatment including Treatment for Accidental Injuries or Illnesses that are not covered under this Policy and any Treatments that may be beneficial to Your Pet but are not essential for Your Pet's survival.

## Fraudulent, Dishonest, Criminal, Malicious or Wilful or Intentional Acts

any actual or alleged:

- a. dishonest, fraudulent, criminal or malicious act or conduct;
- b. wilful act or intentional conduct intended to cause loss, damage, harm or liability or committed with a reckless disregard for the consequences thereof; or
- c. wilful or intentional breach of any regulation, statute or other law, contract or duty, committed by You or any person acting with Your knowledge, consent or cooperation.

## Injuries or Illnesses Excluded from Cover

an injury or illness that is neither an Accidental Injury Covered under Part A – Accidental Injury or an Illness Covered under Part B – Illness of this Policy no matter how the condition arises.

## Medical History

the failure to provide the full medical history of Your Pet when requested.

However, We may waive this requirement if We are satisfied that You have taken all reasonable steps to obtain the medical history of Your Pet or have provided alternative information which We consider to be satisfactory.

## Mistreatment of Your Pet

any expense in respect of Treating any Accidental Injury or Illness or any Bodily Injury or Property Damage to third parties caused by, arising out of, or in any way connected with a malicious act, deliberate injury or gross negligence in the care, treatment and/or handling of Your Pet caused by You or a member of Your Family or anyone acting with Your express or implied consent.

## Pandemic Disease

Any costs arising from a declared pandemic disease that causes widespread illness affecting dogs or cats.

## Pre-existing Condition

any:

- a. Pre-existing Condition; or
- b. condition that is Related of Bilateral to a Pre-existing Condition.

## Treatment Costs

### a. After-hours Consultations and/or Treatment

the extra costs for consultation or Treating Your Pet outside usual surgery hours unless the Vet confirms an emergency consultation or Treatment was essential;

### b. Bathing and Grooming

the cost of bathing, grooming, clipping or de-matting Your Pet, other than when a bathing substance is being used for Treatment which, according to manufacturer's guidelines, can only be administered by a Member of a Veterinary Practice;

### c. Behavioural Issues

behavioural problems regardless of the cause (including but not limited to anxiety disorders, phobias or chemical imbalance);

### d. Breeding, Pregnancy and Birth

any Treatment in connection with breeding, pregnancy or giving birth, or in connection with false pregnancy;

### e. House Calls/Visits

the cost of a house call unless the Vet confirms that Your Pet is suffering from a serious Accidental Injury or Illness and that moving Your Pet would either endanger its life or significantly worsen the serious Accidental Injury/Illness;

### f. Inconclusive Diagnosis

the cost of the Treatment of a condition where the diagnosis is inconclusive, but where the Treatment protocol is consistent with a Treatment protocol typically applied to a condition which is not Covered under this Policy including but not limited to Treatment for Pyrexia of unknown origin;

### g. Late Submission of Claim

if a claim has not been submitted within one (1) year of Your Pet receiving Treatment We may refuse or reduce the amount We pay to the extent that We have been prejudiced by the late notification of the claim;

### h. Outside of Australia

the cost of any consultation or Treatment for any Accidental Injury or Illness where the consultation or Treatment for such is provided outside of Australia;

### i. Other Treatment Costs

the cost of any additional Vet Treatment or attention required because You are unable to administer medication or Treatment;

### j. Parasites

any illness caused by endoparasites (such as worms) or ectoparasites (such as ticks, fleas, skin mites) other than tick paralysis as specified under Part A of this Policy;

### k. Preventative Treatments

the cost of any preventative procedures or Treatments whether recommended by Your Vet or not. This includes but is not limited to vaccinations, microchipping, flea/tick/worm control;

### l. Prosthesis Costs

the cost of any prosthesis, including any Vet Treatment needed to fit that prosthesis, in respect of an injury or an illness not Covered under this Policy. We will Cover You for the cost of a prosthesis if such a prosthesis is required as an integral part of the Treatment provided by Your Vet in respect of an Accidental Injury or an Illness Covered under this Policy; or

### m. Transplant and/or Stem Cell Treatment

the cost of or treatment for any transplant surgery or stem cell transplants including any pre and/or post-operative care.

# General Conditions

The following general conditions apply to all Parts of this Policy.

Please read them carefully. It is important these conditions are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a. the Cover under this Policy may be cancelled; or
- b. to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim; under this Policy.

## Actions of Other Parties

The acts or omissions of others that breach any provision of this Policy will not affect Your entitlement to Cover:

Provided that:

- a. the act or omission was committed without Your prior knowledge;
- b. You notify Us of the happening or existence of the act or omission as soon as You become aware of it; and
- c. You pay any additional Premium We may require.

## Alteration of Risk

This Policy Covers You as You have represented Yourself to Us. It is important for You to advise Us immediately of any changes to Your circumstances that may result in an

increased risk of an incident that may cause harm to Your Pet.

In particular, We need You to advise Us of any change that involves:

- a. a change to Your Home address or the address where Your Pet normally lives if Your Pet no longer lives with You at Your Home;
- b. the ownership of Your Pet; or
- c. Your Pet being de-sexed.

## Cancellation

### Cancellation by You

You may cancel this Policy at any time by notifying Us.

### Cancellation by Us

We may cancel this Policy when We are entitled to do so in accordance with the Insurance Contracts Act 1984.

### Premium Payment or Refund following Cancellation

In the event of cancellation by You or by Us:

- a. If You pay Your Premium by instalments You are required to pay Us any unpaid amount for the period You were Covered by Us; or
- b. If You pay Your Premium annually We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You.

## Jurisdiction

Any dispute arising under this Policy will be determined by Australian courts and in accordance with the laws of the State or Territory of Australia in which this Policy was issued.

## Non-accumulation of Limits of Liability

Where two or more insurance policies issued by Us (one of which includes this Policy) to You provide Cover in respect of the same claim the maximum amount We will pay in respect of that claim is the highest applicable Limit of Liability amount available under any one of such policies.

Only one Excess shall apply to such claim which will be the Excess applicable to the policy with the highest Limit of Liability amount.

## Notices and Authorisation

We will send all notices to either Your last notified postal address or notified email address, as selected by You.

The Insured named on Your Schedule will be authorised to act on behalf of all other persons or entities Covered under this Policy:

- a. in respect of all matters, including but not limited to receiving all notices relating to the administration of this Policy; and/or
- b. as the agent for the purposes of receiving all notices and dealing with all matters in respect to all claims under this Policy.



## Other Insurance

Where a claim Covered under this Policy may also be covered under another policy of insurance (not issued by Us) then We reserve Our right to seek contribution from the other insurer. When We so require You or any other person or entity entitled to Cover under this Policy are required to give Us written notice of any insurance covering, whether in whole or in part, the claim under this Policy.

## Premiums

### Premium Payment

The Cover provided under this Policy does not commence until You have paid Your Premium to Us for the Period of Cover.

### Annual Premium Payment

When You pay Your Premium annually You are required to pay the annual Premium for this Policy by the commencement of the Period of Cover. If We do not receive Your Premium by this date, or if Your Premium payment is dishonoured, this Policy will not operate and there will be no Cover under this Policy.

### Premium Payment by Instalments

When You pay Your Premium by instalments then:

- a. if an instalment premium is overdue for a period exceeding fourteen (14) days We will refuse to pay any claim under this Policy arising from an event which occurs after the due date of the instalment premium;
- b. if an instalment premium is overdue for a period exceeding one (1) calendar month We will cancel this Policy without notice to You.

### Payment in Australian Currency

Premiums payable for this Policy and any renewals shall be made in Australian currency only.

## Reasonable Precautions

### Caring for Your Pet

You are required to take all reasonable precautions for the health, welfare, safety and protection of Your Pet, including but not limited to You:

- a. ensuring Your Pet receives regular veterinary health check-ups;
- b. following Your Vet's advice in respect to the health and welfare of Your Pet;

- c. providing Your Pet with regular preventative treatments in respect of conditions such as fleas, heartworm, worms and ticks;
- d. taking all necessary steps for the prevention of aggravation or prolongation of any Accidental Injury or Illness due to improper or inadequate care; and
- e. ensuring Your Pet is regularly vaccinated against the following:
  - > Cats – feline infectious enteritis, feline leukaemia and cat flu and any other vaccination recommended to You by a Vet.
  - > Dogs – distemper, hepatitis, parvovirus, kennel cough and leptospirosis (in areas where it is prevalent and Vets recommend vaccination) and any other vaccination recommended to You by a Vet.

### Compliance with Laws

You are required to comply with all laws and regulations imposed by any government or any public, local, municipal or statutory authority in respect of the ownership or possession of animals or in respect of animal health or importation regulations.

## Waiver of Rights and Recovery

No provision of this Policy, either in whole or in part, shall be considered to have been waived by Us unless the provision is expressly stated in writing to be waived by Us.

We will not pay a claim under this Policy where:

- a. You have unreasonably agreed not to recover from any person, entity or corporation liable to compensate You for Loss or liability; or
- b. where You have unreasonably agreed under any:
  - > contract;
  - > lease; or
  - > similar agreement;to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that Loss, damage or liability.

# General Claims Conditions

The following claims conditions apply to all Parts of this Policy.

Please read them carefully. It is important that these claim conditions are observed.

If You or any other person or party Covered under this Policy do not comply with these conditions:

- a.** the Cover under this Policy may be cancelled; or
- b.** to the extent Our interests have been harmed by the non-compliance, We may:
  - > reduce any claim payment; or
  - > refuse to pay any claim under this Policy.

## Benefit Level

If we agree to pay Your claim, We will apply the Benefit Level as shown on Your Schedule to the claim after deducting any applicable Excess

## Claim Notification

You are required to provide Us with notice of any Accidental Injury or Illness to Your Pet as soon as reasonably possible after any of these occur and no later than one-(1) year from the date of first Treatment. If You do not do so Your late notification may harm Your entitlement to Cover under this Policy.

## Claims Cooperation

You are required to provide to Us any reasonable assistance We require to investigate, defend or settle any claim under this Policy.

In particular, You are required to:

- a.** agree that any Vet, Vet Consultant or Veterinary Practice has Your permission to release any information We ask for about Your Pet; and
- b.** at Your own expense, provide Us with such records and other documents, proofs, information, explanations and other evidence as We may reasonably require for the purpose of establishing a claim under this Policy.

### Appointment of an Independent Veterinary Consultant or Other Service Provider

When We and You cannot reach agreement on:

- > Ongoing Treatment &/or Over-Treatment; or
- > Fees and Costs;

We may require You to cooperate with Us to refer the matter to an independent Veterinary Consultant or other service provider to resolve the issue.

When We do this, We will write to You to:

- a.** clearly identify the issue We are seeking an additional opinion on and why;
- b.** advise You of the name of an independent Veterinary Consultant or other service provider We have selected.

If You disagree with Our selection, You may nominate an alternative person who is qualified to act in a matter of this nature and provide Us with their identity and credentials. We shall not unreasonably object to your nomination.

### Failure to Cooperate

Your unreasonable refusal or unreasonable failure to:

- a.** identify a mutually agreed Veterinary Consultant; and/or
- b.** cooperate with Us and with the agreed Veterinary Consultant by:
  - > attending the examination; or
  - > following a recommended course of Treatment aimed at improving Your Pet's health;

may result in:

- i.** Us paying only the cost of the Vet Treatment that was necessary to treat the Accidental Injury or Illness as advised by Our Veterinary Consultant; and
- ii.** Our refusal to pay for any further Treatment costs that Our Veterinary Consultant considers to be unreasonably required or excessive.

We will not take this course of action without first discussing this issue with You

## Claim Payments

### Claims Payments in Australian Currency

Payment of all claims Covered under this Policy shall be made in Australian currency only.

### Payments You Make to Your Vet, Veterinary Practice or Other Service Provider

When You have paid Your Vet, Veterinary Practice or other service provider for the services provided to Your Pet We will reimburse You for those fees upon receipt of a fully itemised invoice.

We will only pay that amount of the invoiced fees or charges that remain after deducting Your Excess and applying Your Benefit Level, any applicable sub-limit and Your Benefit Limit to Your Claim.

If an additional charge is added to the cost of Treatment provided due to the late payment of fees, and You unreasonably fail to meet the payment date, We will deduct this charge from the claim settlement.

#### **Payments We Make to Your Vet, Veterinary Practice or Other Service Provider**

We will make payments direct to your Vet, Veterinary Practice or other service provider where they agree for Us to do so:

Provided that:

- a.** if We receive a request to pay the claim settlement direct to Your Vet, Veterinary Practice or other service provider We reserve the right to decline this request, however We will not unreasonably do so;
- b.** any payments made direct to Your Vet, Veterinary Practice or other service provider will be made in accordance with Our regular assessment processes and timeframes; and
- c.** if We agree for a claim payment to be paid directly to Your Vet, Veterinary Practice or other service provider We may, upon their request, provide them with information about Your Pet insurance Cover that relates to Your Claim. We may inform them:
  - > as to the extent of the Cover provided by Your Policy that relates to the Accidental Injury or Illness and proposed Treatment;
  - > whether or not, on the information provided by You, the claim is Covered or not Covered under Your Policy, and if Covered;
  - > how much We agree to pay for the proposed Treatment and how that amount is calculated.

We will advise You if there is any part of the invoiced fees or charges that are not Covered by Your Policy.

#### **Pre-approval for Non-emergency Treatment**

Where non-emergency Vet Treatment for Your Pet can be scheduled for a future date, You may request that We pre-approve the Treatment prior to it being carried out.

We will not unreasonably refuse Your request for pre-approval and may seek advice from a mutually agreed independent Veterinary Consultant.

Our pre-approval process may take 5-10 business days depending on the nature of the Treatment required.

Once You have lodged a claim requesting pre-approval, You or Your Vet are required to provide us with an itemised estimate of the proposed Treatment costs.

We will agree to Your request for pre-approval if:

- a.** Your Policy covers the proposed Treatment;
- b.** We agree the proposed Treatment is necessary;
- c.** We agree with your Vet's proposed fees; and
- d.** Your Vet or Vet Practice has agreed to invoice Us for the agreed claim amount.

If We agree to Your request for pre-approval, We will confirm in writing to You and Your Vet:

- i.** the Treatment Covered and amount We have agreed to pay; and
- ii.** any part of the proposed fees that are not Covered by Your Policy, including Your Excess and Your Benefit Level.

It is Your responsibility to pay the amount above what We have agreed to pay to Your Vet or Veterinary Practice.

If We do not agree to Your request for pre-approval, We will advise You in writing of the reason for Our refusal to do so.

## **Excess**

If We agree to pay Your claim, We will deduct any Excess as shown on Your Schedule from the claim payment prior to applying the Benefit Level as shown on Your Schedule.

## **Loss Minimisation**

You are required to do everything reasonable, and if in any doubt seek the guidance of Your vet, to prevent further Loss following any event which is the subject of a claim under this Policy, or which may lead to a claim under this Policy.

## Our Right to Recovery

Where We make a payment in respect of any claim under this Policy We will have the right to recover or obtain contribution from any person or organisation whom We consider liable at law for the Loss.

You will be required to assist Us for the purpose of enforcing any rights to which We are entitled under this Policy.

## Preservation of Evidence

You are required to take all reasonable actions necessary to retain and preserve anything which might prove necessary or useful as evidence in connection with any claim under this Policy.

## Treatment

### Ongoing Treatment and/or Over-Treatment

You are required to take reasonable steps in the circumstances to ensure the Treatment Your Pet receives from Your Vet, Veterinary Practice or other service provider is reasonable.

If, over the lifetime of Your Pet:

- a.** You have claimed substantial amounts under this Policy in respect of Your Pet's health; or
- b.** We consider the Treatment Your Pet is receiving may:
  - > not be reasonably required; or
  - > be unreasonably excessive when compared with the Treatment normally recommended to Treat the same Accidental Injury or Illness by general or referral Veterinary Practices;

We may request an additional opinion from an independent and mutually agreed Veterinary Consultant to make sure Your Pet is receiving the right care.

When We do so, and You agree, We will pay for:

- i.** the cost of the examination by the Veterinary Consultant; and
- ii.** the necessary and reasonable expenses incurred by You with Our prior written consent for You, or someone acting on Your behalf, to attend the appointment with Your Pet.

If the Veterinary Consultant does not agree that the Vet Treatment provided is reasonably required:

- > all future Vet Treatment (other than emergency life-saving Treatment) that has the prior approval of the Veterinary Consultant will be Covered by Your Policy;
- > We may advise You that all other future Vet Treatment (other than emergency life-saving Treatment) may need to be authorised by Us before Treatment is carried out; and
- > We may decide to pay only the cost of the Vet Treatment that was necessary to treat the Accidental Injury or Illness as advised by the Veterinary Consultant from whom We have received the additional opinion.

We will not take this course of action without first discussing this issue with You.

### Fees and Costs

You are required to take reasonable steps in the circumstances to ensure the fees charged by Your Vet, Veterinary Practice or other service provider are reasonable for the Treatment provided.

Where We believe the fees have been charged at a level higher than normally charged for such Treatment, We may request an additional opinion from an independent and mutually agreed Veterinary Consultant, or similar service provider.

In the event that:

- a.** it is determined the fees are unreasonable; and
- b.** Your Vet, Veterinary Practice or other service provider does not agree to revise their fees in line with the advice of the Veterinary Consultant or similar service provider;

We may decide to pay only the Vet Fees or other fees usually charged by a general or referral practice or a similar service provider in a similar area.

We will not take this course of action without first discussing this issue with You.

# General Definitions

This Policy has words and terms with special meanings. We explain their meaning in the following definitions.

These defined words or terms are shown with a capital letter at the start of each word.

These definitions apply whenever the words or terms are used in this Policy.

**Please read all definitions carefully.**

## Accidental Injury

means physical harm or injury resulting from a specific event or series of events consequent upon or attributable to one source or original cause neither expected nor intended by You and which:

- a. occurs at an identifiable time and place; and
- b. is independent of any Pre-existing Condition:

but does not include any physical injury or trauma that happens over a period of time or for which the onset is of a gradual nature.

Any conditions associated with or related to the following are considered Illnesses, irrespective as to how the condition arose or otherwise came into existence, and:

Covered under Part B of this Policy:

- > a rupture or strain of one or both cruciate ligaments;
- > joint dysplasia;
- > joint luxation.

Not Covered under this Policy:

- > degenerative joint disease.

## Alternative or Complementary Treatment

means any examination, consultation, advice, test and legally prescribed medication for the following procedures and where such procedures treat an Accidental Injury or Illness including any Vet costs incurred in carrying out the procedure:

- a. acupuncture treatment;
- b. chiropractic treatment;
- c. chiropractic manipulation;
- d. homeopathy treatment;
- e. herbal medicine;
- f. hydrotherapy;
- g. laser therapy;
- h. osteopathy treatment; or
- i. physiotherapy.
- j. Health Supplements and/or Nutraceuticals

## Application

means the information provided by You or on Your behalf and submitted to Us when applying for this Policy and which We have relied on when agreeing to issue this Policy.

## Australia, Australian

means the States and Territories of Australia.

## Benefit Level

means the percentage shown on Your Schedule which We will pay to You for each claim You make and which is Covered under this Policy after the application of any relevant Excess.

## Benefit Limit

means the maximum amount We will pay for all claims during the Period of Cover:

- > for each Pet named on Your Schedule;
- > after the application of any Excess and Benefit Level as shown on Your Schedule.

## Bilateral

means any condition affecting body parts of which Your Pet has at least two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments).

## Cover, Covers, Covered

means the indemnity provided under this Policy.

## Elective Treatment

means:

- a.** any diagnostic treatment or procedure that does not form part of a Treatment for an Accidental Injury or Illness Covered under this Policy; or
- b.** any surgery or treatment that is beneficial to Your Pet but is not essential for Your Pet's survival including but not limited to the following:
  - > cosmetic or aesthetic surgery;
  - > dew-claw removal;
  - > de-sexing, spaying or castration;
  - > non-surgical castration;
  - > grooming, including de-matting;
  - > micro-chipping; or
  - > prescription diet foods.

## Endorsement

means a written notification given to You by Us that details changes to Your Cover under this Policy.

## Excess

means the amount of money You are required to pay or bear as the first payment for each claim You make and which is Covered under this Policy.

The amount of Your Excess is shown on Your Schedule.

## Family

means any member of Your family who permanently or normally resides with You including Your legal or de facto partner.

## Home

means the place in Australia where Your Pet normally resides as shown on Your Schedule.

## Illness

means any change to Your Pet's normal state of health that results in a condition requiring Treatment, independent of any Pre-existing Conditions.

## Loss

means the financial loss sustained by You which is Covered under this Policy.

## Period of Cover

means the period of time shown on Your Schedule for which We agree to provide You with Cover under this Policy as shown on Your Schedule unless this Policy is cancelled in which event the Period of Cover will end on the effective date of the cancellation.

## Pet

means the dog or cat named on Your Schedule.

## Policy

means:

- a.** this Policy Disclosure Statement and Policy booklet;
- b.** Your Schedule and the addendum attached to Your Schedule; and
- c.** any Endorsement.

## Pre-existing Condition

means an injury or illness occurring or existing prior to the commencement of Cover under this Policy, or within the Waiting Period that:

- a.** You or Your Vet were aware of; or
- b.** You should reasonably have been aware of.

## Premium

means the payment You make to Us for this Policy or for an alteration to this Policy and includes all applicable government or statutory taxes and charges including Goods and Services Tax.

## Related

means a condition that:

- a.** has the same symptoms;
- b.** has the same diagnosis; or
- c.** results from the same disease; or as another condition.

## Schedule

means the Schedule issued by Us containing details of Cover specific to You, including but not limited to:

- a. Your Policy number;
- b. the Period of Cover;
- c. the name of Your Pet;
- d. the Home where Your Pet lives;
- e. details of the Cover You have selected;
- f. the Benefit Limit, and other sub limits of Your Cover; and
- g. any Excesses You are required to pay.

## Treated/Treatment

means Vet Treatment and/or any treatment or service provided by another service provider.

## Vet/Veterinarian

means a veterinarian, specialist veterinarian, Veterinary Practice, clinic, hospital, centre including referral hospitals, who are all relevantly licensed and currently registered to provide Veterinary Practice services in Australia.

## Veterinary Consultant

means any Vet appointed or engaged by Us to carry out Treatment for Your Pet or to discuss Your Pet's Treatment with Your Vet and with Us.

## Veterinary Fees/Vet Fees

means the reasonable, customary and essential amounts Vets in general or referral practices usually charge for the Vet Treatment provided.

## Veterinary Practice

means one or more licensed veterinarians who provide veterinary services through a legal business structure.

## Veterinary Practice Member

means:

- a. any person legally employed by a Veterinary Practice under a contract of employment; or
- b. a student practitioner or voluntary worker engaged in the Veterinary Practice;

## Vet Treatment

means any examination, consultation, advice, test, X-ray, diagnostic procedure, surgery and nursing carried out by a Vet, a veterinary nurse or another Veterinary Practice Member under the supervision of a Vet.

## Waiting Period

means, in respect of each Pet Covered by Your Policy, the period shown on Your Schedule or Parts of this Policy as the number of days commencing from the date at which Your Pet is first Covered by this Policy.

For the purpose of calculating any Waiting Period under this Policy, Day one (1) will be recognised as Your Pet's Start Date shown on Your Schedule.

## We, Us, Our

means Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000.

## You, Your, Insured

means: the person(s) named on your Schedule as the Insured.

