

Premium 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.

Please note all claims should be submitted within 365 days of treatment. 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 You make the first claim for Your Pet, We may require Your Pet's full clinical history. The full clinical history is a record of all visits Your Pet has made to a Vet and this information will be obtained from each Veterinary Practice Your Pet has attended. We may also require additional information about Your Pet's full clinical history for certain conditions.

> 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 send You advice regarding the settlement of Your claim. The advice will provide the details 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 on the Schedule and the addendum attached to the Schedule.

It is a condition of this Policy that You ensure the information provided to Us is accurate and that You have complied with Your duty of disclosure. We have relied on Your Application to decide whether to issue this Policy, including all associated terms and conditions.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule, an addendum to the Schedule and this policy-booklet. If payment of the Premium as stated on 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 stated on the Schedule.

Please read this policy-booklet together with the Schedule, the addendum attached to the 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.

We will also provide You with a copy of the addendum to Your Schedule from either the commencement of this Policy or from the last renewal of this Policy, whichever is the later. We will ask You to check the information contained in the addendum to make sure the information which You have previously provided to Us, and which We have relied upon to provide Cover to You, has not changed. You will be asked to advise Us of any changes to the information contained in the addendum. 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 of disclosure to Us 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.

## Complaints and Disputes Resolution

We work hard at building strong relationships with Our customers. However, complaints and disputes may still arise and when that happens Our objective is to resolve any disagreement as amicably and quickly as possible.

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers. This service is free of charge to You. Please do not hesitate to contact Us should You have any matter which You feel has not been satisfactorily resolved.

If Your complaint cannot be resolved You can request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further, We will provide You with information regarding a free external and independent dispute resolution service or other external dispute resolution options that may be available to You. 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 objectives of this Code are to commit insurers and the professionals they rely upon to higher standards of customer service.

Please contact Us if You would like further information about the Code of Practice. Alternatively, You can view the Code of Practice 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 Breed Age Gender 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 an Illness 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>Preventable Conditions (Additional)</b>	We will pay for approved Vet costs for Treatment in the event that: <ul style="list-style-type: none"> <li>&gt; Your Pet was vaccinated against one of the illnesses listed in the Preventable Conditions Extension, and that vaccination failed to prevent Your Pet from contracting the illness; or</li> <li>&gt; Your Pet was de-sexed and subsequently developed Pyometra.</li> </ul>
<b>Routine Care (Optional)</b>	If You choose to take the optional Routine Care benefit, We will pay for approved Vet costs for certain preventative Treatments up to the applicable annual sub-limit. You don't need to pay any Excess for these benefits and no waiting period applies.
<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 and Illness covers We pay a Benefit Level of approved Vet Fees after any relevant Excess is applied. Your selected Benefit Level is shown on Your Schedule.
<b>Benefit Limit</b>	We pay up to a total of \$12,000 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 – \$3,500;</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> <li>&gt; Routine Care (optional benefit) – \$250 in total; separate limits apply per Treatment.</li> </ul>

## Summary

<b>Multi Pet Discount</b>	You may receive a discount where multiple Pets are included on Your Policy.
<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; Dental treatment;</li> <li>&gt; Elective Treatment; and</li> <li>&gt; Preventative Treatment;</li> </ul> <p>and unless optional benefit Routine Care is shown on Your Schedule:</p> <ul style="list-style-type: none"> <li>&gt; Dental check-ups;</li> <li>&gt; General Consultations; and</li> <li>&gt; Alternative or Complimentary Treatment.</li> </ul>
<b>Prior Injury or Health Conditions not Covered</b>	Your Policy has been designed to Cover Accidental Injuries and Illnesses that arise during the Period of Cover. It does not Cover any changes that You or Your Vet notice in Your Pet's health before Cover under this Policy commences, or any illness or injury that develop from those changes.
<b>Bilateral Conditions and Related Conditions</b>	Some conditions faced by Your Pet can spread from one body part to another, for example a skin condition on the back can spread to the stomach: these are considered Related Conditions. In other cases, the existence of one condition can lead to a higher chance of a similar condition in an opposing body part, such as a cruciate ligament problem with the left knee which is followed by similar condition in the right knee: these are considered Bilateral Conditions. Where a condition presents before Cover commences, or during a Waiting Period, all Related Conditions and Bilateral Conditions would be excluded from future Cover. 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, Bilateral Conditions or Related Conditions for the lifetime of Your Pet.
<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 of Disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You are required to tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- > reduces the risk We insure You for; or
- > is common knowledge; or
- > We know or should know as an insurer; or
- > We waive Your duty to tell Us about.

## If You Do Not Tell Us Something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

# 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.

## Claims Happening or Treatment Provided Outside of Australia

There is no Cover under this Policy for:

- a. claims arising from any Accidental Injury or Illness occurring outside of Australia; or
- b. Treatment provided to Your Pet outside of Australia.

## 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 can be found 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

Most illnesses are Covered under Part B – Illness. We tell You those illnesses We do not Cover.

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

#### Alternative or Complimentary Treatment

Unless You have elected to purchase the optional Routine Care benefit We will not Cover You for any expense incurred in respect of Alternative or Complimentary Treatment (as defined in this Policy) being provided to Your Pet.

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

#### Bilateral Conditions

We define a 'Bilateral Condition' to mean 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).

When applying a Policy exclusion, a Bilateral Condition will be considered a single condition.

#### Related Conditions

We define 'Related Conditions' to mean any conditions that have the same clinical signs, diagnostic classification or results from the same disease process.

When applying a Policy exclusion, Related Conditions will be considered a single condition.

### **Pre-existing Conditions**

We will not Cover You for the cost of any Treatment for a Pre-existing Condition.

We define a 'Pre-existing Condition' to mean 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 should reasonably have been aware of.

Any Bilateral Condition or Related Condition will also be considered a Pre-existing Condition.

For example:

> 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, that issue will be considered a Pre-existing Condition and all treatment provided for that issue will not be Covered; and

> any treatment for a subsequent cruciate ligament issue in the opposing right leg would be considered a Bilateral Condition and also excluded from Your Cover for future treatment.

Accidents that occur after the commencement of Cover, and relevant Waiting Periods have been served, will not be considered a 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.

For example:

> where Your Pet has shown signs of cancer prior to commencement of Cover under this Policy or within the Waiting Period, that condition will be considered a Pre-existing Condition and all treatment provided for that issue will not be Covered. Once that cancer has been successfully treated and complete remission evidenced, including no ongoing treatment or medication for at least 30-months, any subsequent incidence of cancer would no longer be considered a Pre-existing Condition.

Chronic and degenerative conditions will not be Covered under Your Coles Pet Insurance policy unless they occurred after the commencement of Cover under this Policy and completion of Waiting Periods. Arthritis, diabetes, epilepsy, and joint or ligament deterioration are examples of chronic and degenerative conditions.

However, We will provide Cover for any congenital defect or health abnormality present in Your Pet as a part of Your Pet's normal state of health provided You or Your Vet were not aware of, and could not reasonably have known of, the defect or abnormality at the time Cover commenced under this Policy.

### **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.

### **Your Cover - Benefit Limit**

The Benefit Limit specified 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 expenses You incur above the Benefit Limit during the same Period of Cover will not be Covered.

### **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 stated on the 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).

For example:

> The maximum We will pay for the treatment of cruciate ligament conditions in any one Period of Cover is \$3,500 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.

### **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 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 Policy Schedule.

### **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.

## 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 stated on the 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 stated on the 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.

## Benefit Level

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

## 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.

## 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 \$12,000 is the maximum We will pay for each Pet in the Period of Cover.

For 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 stated 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 and Optional Benefits

Under the additional benefit Essential Euthanasia and the optional benefit Routine Care, we pay 100% of approved claim costs up to the applicable sub-limit. You don't need to pay any Excess under these Covers.

## 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.

# 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 stated on the Schedule.

The Cover is in force for the Period of Cover stated on the Schedule.

You have paid or agreed to pay Us the Premium set out on the 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 these general definitions, general exclusions, general conditions and general claims conditions and those appearing in any Part of this Policy, then those appearing 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 cost of Vet Fees 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 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 Electrocution	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 the 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 the 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.

### Excess

For each Accidental Injury that is Treated You are required to pay the Excess stated 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 cost of Vet Fees incurred for the Treatment Your Pet receives up to Your Benefit Limit in respect of an Illness where it 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 Illnesses**

Illness	Waiting Period
Cruciate Ligament Condition	6 months
All Other Illnesses	21 days

### Sub-Limits of Cover

#### Cruciate Ligaments

The most We will pay in total for all cruciate ligament related conditions is \$3,500 for each Pet named on the 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 Related Condition or Bilateral Condition;
- > Treatment of the following, unless Cover is provided under Additional Benefit – Preventable Conditions Extension:
  - a. for dogs: infectious canine hepatitis (canine adenovirus), parvovirus, canine distemper, parainfluenza, pyometra, and all forms of kennel cough;
  - b. for cats: panleukopaenia, chlamydia, leukaemia (FeLV) and Feline Infectious Peritonitis (FIP), viral rhinotracheitis, calicivirus, herpes virus, pyometra, and all forms of cat flu; or
- > 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 stated 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 which, in Our sole opinion, is or was not essential;
- ii. euthanasia that relates to or is the result of an Illness that is not Covered under this Policy; or
- iii. 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.

### Preventable Conditions Extension

In the event that Your Pet is vaccinated against one of the following illnesses, and that vaccination fails to prevent Your Pet from contracting the illness, Cover under Part B - Illness will be extended to include:

> for dogs: infectious canine hepatitis (canine adenovirus), parvovirus, canine distemper, parainfluenza and all forms of kennel cough;

> for cats: feline panleukopaenia, feline calicivirus, feline herpes virus and all forms of cat flu;

Where Your Pet has been de-sexed, Cover under Part B - Illness will be extended to include pyometra.

It is a requirement of this Policy that You are able to provide evidence of all preventative measures in the form of:

> a signed veterinary certificate or vet vaccination record detailing Your Pets full vaccination history; and for all vaccinations and boosters to have been provided within Your Vets recommended guidelines and timeframes.

> written advice from a veterinarian confirming that Your pet has been de-sexed.

# Your Cover

## Part D - Optional Benefits

Optional benefits can be added to Your Policy to increase Your Pet's Cover. If You choose an optional benefit We show it on Your Schedule.

Optional benefits are included within the Benefit Limit and will provide benefits up to the specified sub-limit.

Changes can be made to the optional benefits added to Your Policy at the time of commencement of Cover or when You renew Your Policy.

### Routine Care

#### What is Covered

Cover is provided under this optional benefit for:

- > Consultations;
- > Dental Check-Ups;
- > Alternative or Complimentary Therapy;
- > Behavioural Therapy; and
- > Vaccinations.

#### Sub-Limits of Cover

In respect of claims under this optional benefit the most We will pay in total for each Pet named on the Schedule during any one Period of Cover is shown in Table 1.

Table 1 - Sub-Limits for Routine Care	Sub-Limit
Consultation	\$50
Dental Check-Up	\$80
Alternative or Complimentary Therapy	\$80
Behavioural Therapy	\$80
Vaccinations	\$80

The maximum benefit payable across all items listed in this table is \$250.

### Waiting Period

No Waiting Period applies to claims under this optional benefit.

### What is Not Covered

We will not Cover You in respect of any claim directly or indirectly arising out of or in any way connected with any of the matters referred to in the general exclusions of this Policy unless directly stated that cover applies in this Part.

### Excess

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

### Benefit Level

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

### Cancellation

In respect of the part of Your Premium that relates to this optional benefit:

> if You cancel this Cover and We have not paid a claim, 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; and

> if You cancel this Cover for any reason (except if Your Pet dies) after We have paid a claim under this Cover, We will not refund any Premium You have already paid and You are required to pay any Premium for the remaining Period of Cover. If You pay Your Premium in instalments, then You are required to pay Us the instalments for the remaining Period of Cover.

# 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 the Schedule; and
- > after the application of any Excess;

as stated on the 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 specified 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 Complimentary Treatments

The provision of Alternative or Complimentary Treatments even if that Treatment is provided by a Vet for an injury or illness otherwise Covered under this Policy, unless you have elected to purchase the Routine Care optional benefit.

### 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:

- i. used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months and in respect of which a diagnostic test must be carried out to confirm the presence of the stones/crystals; or
- ii. 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

- i. 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
- ii. 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 occurred or existed that You or Your Vet were aware of, or should reasonably have been aware of, before Your Pet's Cover under this Policy first commenced or before the completion of any Waiting Period stated in Your Policy or 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, other than dental check-ups where You have chosen to include the Routine Care optional benefit and it is shown on Your Schedule.

## Pandemic Disease

Any pandemic disease that causes death, destruction affecting dogs and/or cats or widespread illness.

## 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.

## 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.

## Pre-existing Condition

Any 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 should reasonably have been aware of, including any Bilateral Condition or Related Condition.

## Treatment Costs

In respect of:

### 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 dematting 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 the Cover under this Policy may be cancelled or We may reduce any claim payment to You or refuse to pay Your or their 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 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.

## Cancellation

### Cancellation by You

You may cancel this Policy at any time by notifying Us. If You pay Your Premium by instalments You are required to pay Us any unpaid instalments that are due up to the date of the Policy cancellation.

### Cancellation by Us

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

In the event of cancellation by You or by Us, 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 stated on the 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

### a. 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:

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

- iii. providing Your Pet with regular preventative treatments in respect of conditions such as fleas, heartworm, worms and ticks;

- iv. taking all necessary steps for the prevention of aggravation or prolongation of any Accidental Injury or Illness due to improper or inadequate care; and

- v. 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 Subrogation

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 You have agreed not to recover from any person, entity or corporation liable to compensate You for Loss or liability or where You have 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.

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 Covered under this Policy do not comply with these conditions the Cover under this Policy may be cancelled or We may reduce any claim payment to You or refuse to pay Your or their claim under this Policy.

## 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.

## 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 require for the purpose of investigating or verifying a claim under this Policy.

## 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 or Veterinary Practice

It is Your responsibility to ensure Your Vet or Veterinary Practice is paid within the required time frame.

If an additional charge is added to the cost of Treatment provided due to the late payment of fees We will deduct this charge from the claim settlement.

If the Vet or Veterinary Practice provides a discount for paying the cost of Treatment within a certain timeframe, it is a condition of this Policy that You provide payment within this timeframe. If You do not, We will deduct the discount, which would have been provided, from the claim settlement.

We require fully itemised invoices for each and every payment We are required to make in respect of any claim under this Policy.

If We pay an amount for any injury or illness that, in our sole opinion, is not an injury or illness otherwise Covered under this Policy, and where We make such payment beyond Our legal obligation to do so under this Policy, that payment will not constitute a waiver of Our rights in respect of any past or future payments of a similar kind.

### Payments We Make Direct to Your Vet

We may, in certain circumstances and at Our sole discretion, make payments direct to Your Vet or Veterinary Practice:

Provided that:

- a. if We receive a request to pay the claim settlement direct to Your Vet or Veterinary Practice We reserve the right to decline this request, however we will not unreasonably do so;
- b. any direct payments will be subject to Our regular assessment processes and timeframes; and
- c. if We agree for a claim payment to be paid directly to Your Vet or Veterinary Practice and You allow this then if the Vet who has Treated Your Pet asks for information about Your Pet insurance Cover that relates to a claim under this Policy, We will inform the Vet:
  - i. as to the extent of the Cover provided by Your Policy that relates to the Accidental Injury or Illness and in respect of the proposed Treatment;
  - ii. whether or not, on the information provided by You, the claim is Covered or not Covered under Your Policy, and if Covered:
    - 1. what We will and will not pay for on Your behalf in respect of the proposed Treatment: and
    - 2. how the amount We pay is calculated.

# General Claims Conditions

## Excess

If We agree to pay Your claim, We will deduct any Excess as stated on Your Schedule from the claim payment.

Our liability to make any payment in respect of a claim shall be limited to that part of the claim above the Excess.

## Informing Police

You are required to report any instance of Your Pet being maliciously harmed to the nearest police station and provide Us with a copy of any written police report.

## 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.

## Benefit Level

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

## 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

### Additional Opinion

If You decide to take Your Pet to a different Vet for an additional opinion because You are unhappy with the diagnosis or Treatment provided, then:

- a. You need to tell Us before You arrange an appointment with the new Vet. If You do not, We will not pay any costs relating to the additional opinion;
- b. if We request, it is a condition of this Policy that You use an independent and mutually agreed Veterinary Consultant;
- c. if We decide the diagnosis or Treatment currently being provided is correct We will not pay any costs of any Treatment or other service provided in respect of Your Pet arising from or relating to the additional opinion;
- d. if We consider the obtaining of an additional opinion is warranted in a particular matter We may refer Your Pet's case history to the agreed Veterinary Consultant and if We request You are required to arrange for Your Pet to be examined by the Veterinary Consultant. In such instances 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.

## Ongoing Treatment

If, over the lifetime of Your Pet, You have claimed substantial amounts under this Policy in respect of Your Pet's health then, to make sure Your Pet is receiving the best treatment available, We may require the following:

- a. before any further claims for Vet Fees can be considered by Us We may require Your Pet to be examined by an independent and mutually agreed Veterinary Consultant.

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

- > the cost of the examination by the Veterinary Consultant; and
  - > 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; and
- b.** following the examination referred to in a. above:
- > all future Vet Treatment (other than emergency life-saving treatment) may need to be authorised by Us before Treatment is carried out; and
  - > all such further Treatment may need to be carried out in conjunction with the agreed Veterinary Consultant.

If this becomes necessary, We will contact You prior to taking any action.

Your refusal or failure to cooperate with Us or with the agreed Veterinary Consultant in attending the examination or following a recommended course of Treatment aimed at improving Your Pet's health may result in Our refusal to pay for any further Treatment costs.

## Over-Treatment

When We consider the Vet Treatment Your Pet receives may not be required, or may be excessive when compared with the Treatment normally recommended to treat the same Accidental Injury or Illness by general or referral Veterinary Practices, We reserve the right to request an additional opinion from an independent and mutually agreed Veterinary Consultant.

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

## Fees and Costs

If the fees or costs charged by Your Vet or any other service provider are charged at a level higher than the fees normally charged by a general Veterinary Practice, referral practice or similar service provider, We reserve the right to request an additional opinion from an independent and mutually agreed Veterinary Consultant, or similar service provider, as to whether the fees are reasonable.

In the event the Veterinarian Consultant or service provider does not agree that the Vet Fees or other costs charged are reasonable 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.

## Appointment of Veterinary Consultant

It is a requirement that you cooperate with Us in the selection and appointment of an independent Veterinary Consultant. Failure to identify a mutually agreed Veterinary Consultant may result in:

- > Our appointment of a Veterinary Consultant; or
- > refusal to pay for any further Treatment costs.

# 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;
- > degenerative joint disease;
- > elbow dysplasia, hip dysplasia, hyperextending hocks; or
- > luxating patella.

## Alternative or Complimentary 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.

## 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 stated 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 stated on Your Schedule.

## Bilateral Condition

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:
  - i.** cosmetic or aesthetic surgery;
  - ii.** dew-claw removal;
  - iii.** de-sexing, spaying or castration;
  - iv.** non-surgical castration;
  - v.** grooming, including de-matting;
  - vi.** micro-chipping; or
  - vii.** 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 stated on the Schedule You are required to pay or bear as the first payment for each claim You make and which is Covered under this Policy.

## Home

means the place in Australia where Your Pet normally resides as stated 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 stated on the Schedule for which We agree to provide You with Cover under this Policy as stated on the 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. the Policy wording;
- b. the Schedule and the addendum attached to the 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 You or Your Vet were aware of or 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 GST.

GST means goods and services tax as defined within the A New Tax System (Goods and Services Tax) Act 1999 (GST Act.)

## Related Condition

means a condition that has the same clinical signs, diagnostic classification or results from the same pathology or disease process as a Pre-existing Condition regardless of the number of areas of Your Pet's body affected.

## Schedule

means the Schedule issued by Us containing details of Cover specific to You including but not limited to Your Policy number, the Period of Cover, the name of Your Pet and the Home where Your Pet lives, details of the Cover You have selected, the Benefit Limit, and other sub-limits of Your Cover and any Excesses You are required to pay and which attaches to and forms part of this Policy.

## Treated/Treatment

means Vet Treatment.

## 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: but does not include a Vet who is or may be the Insured.

## 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;

but does not include a Vet who is or may be the Insured.

## Vet Treatment

means the following when required to treat an Accidental Injury or Illness:

- a.** 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: and
- b.** any medication legally prescribed by a Vet:

but does not include Alternative or Complimentary Treatment.

## Waiting Period

means, in respect of each Pet Covered by Your Policy, the period stated 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.

## 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) stated on the Schedule as the Insured.

