## **Petplan**°

# Everything you need to know

Your **Essential**Pet Insurance Policy Booklet





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

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





### Dear Policyholder,

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

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

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

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

The Petcover Team

#### **Contents**

Part 1: Financial Services Guide (FSG)	6
Information About Petplan's Services	
Introduction	
Who do We act for?	7
How You can instruct Us	7
Our products and services	7
Arranging Your insurances	7
The people who provide Our services	
Information on Remuneration	
Our remuneration	
Do We receive any other remuneration for Our service?	
Interest	
Conflicts of interest	
Relationships and Associations	
Other important information	
Compensation Arrangements	
Professional Indemnity Insurance	
Premium and Invoice Calculations	
Privacy Notice	
Privacy	
International Transfers	
Information We process	
Information containing personal and sensitive personal information	
Collecting electronic information	
How We use Your information?	
Who We share Your information with?	
Why it is necessary to share information?	
Your rights	
Providing consent to process Your information	11
Collection and use of client information	11
How We use Your data	11
Insurance Brokers Code of Practice	11
Telephone Call Recording	12
Service issues and complaints	
Making a complaint	12
Part 2: Product Disclosure Statement (PDS)	13
About this Insurance	
Who is the insurer?	
Who is the Administrator?	
Our contract with You	
What is covered?	
Terms and Conditions	
Some words have special meanings Your obligation to comply with the Policy terms and conditions	
Your Duty not to make a Misrepresentation	
Who does the duty apply to?	
What happens if the Duty not to make a Misrepresentation is not com	
what nappens if the Duty not to make a misrepresentation is not comp with?	
What type of insurance is this?	
How long does my Policy run for?	
Policy Summary	
Applying for cover – Eligibility	
, .pp.,	, ,

Policy Limits and Exclusions19
Excess
Costs21
Payments by Instalments21
Goods and Services Tax (GST)21
Your cooling-off period and Cancellation rights22
How do I make a claim?22
Updating this PDS22
Further information and confirmation of transactions22
Your Pet Insurance Policy - Details22
Definitions23
General Conditions30
Cover35
Section 1a – Veterinary Fees
Section 1b – Alternative or Complementary Treatment35
Section 2 – Death from Injury40
Section 3 – Death from Illness40
Section 4 – Theft or Straying41
Section 5 – Advertising and Reward42
Section 6 - Third Party Liability43
Section 7 – Boarding Fees45
Section 8 – Holiday Cancellation46
Section 9 – Emergency Repatriation47
Section 10 - Quarantine Expenses and Loss of Documents48
General Exclusions49
Claiming51
Notifying Us of a potential claim51
Requesting a claim form51
Fraud
How to claim
Excess
Age Contribution 53
Changes to this Notice
Contacting Us
Sanctions
Choice of Law and Jurisdiction
Service of Suit54
Language54
Pet Insurance Supplementary Product Disclosure Statement

#### Part 1: Financial Services Guide (FSG)

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

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

The Financial Services Guide (FSG) explains:

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

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

#### **Information About Petplan's Services**

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

In this FSG "**We**, **Our** and **Us**" refers to Petplan Australasia Pty Ltd ABN 64 069 468 542 AFS Licence No. 245663 of 1-3 Smolic Court Tullamarine VIC 3043 telephone 1300 738 225 which is authorised under its AFS Licence to provide advice on and deal in general insurance products, including Pet Insurance.

#### Introduction

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

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

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

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

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

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

#### Who do We act for?

As an Agent acting under a binder from the Insurer, HDI Global Specialty SE – Australia ABN 58 129 395 544 AFS License number 458776 **We** act to arrange to enter into insurance products on their behalf. Under **Our** binder agreement **We** also agree to handle and settle claims on the Insurer's behalf. For General insurance products provided as an insurance intermediary We will act on **Your** behalf. **We** will tell **You** before or at the time if **We** are not acting for **You** in providing any part of **Our** service.

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

#### How You can instruct Us

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

#### Our products and services

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

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

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

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

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

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

#### **Arranging Your insurances**

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

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

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

#### The people who provide Our services

We provide Our services using Petplan employees.

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

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

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

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

The Authorised Representative or Mere Referrer, and/or its associates, may also receive other financial and non-financial incentives from Petplan for arranging

**Your Pet** insurance **Policy**. Such incentives may be dependent on a number of performance related or other factors and may include, for example, sponsorship of training events and conferences, marketing promotions and competitions.

#### Information on Remuneration

#### Our remuneration

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

A commission paid to Us by the Insurer;

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

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

In addition, We may also receive the following:

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

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

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

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

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

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

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

## Do We receive any other remuneration for Our service?

#### Interest

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

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

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

#### **Conflicts of interest**

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

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

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

#### **Relationships and Associations**

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

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

#### Other important information

#### **Compensation Arrangements**

#### **Professional Indemnity Insurance**

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

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

#### **Premium and Invoice Calculations**

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

#### **Privacy Notice**

In this Privacy Notice, 'We', 'Our', 'Us' means Petplan Australasia Pty Ltd and HDI Global Specialty SE - Australia.

#### **Privacy**

We value the privacy of personal information and are bound by the Privacy Act 1988 (Cth) when **We** collect, use, disclose or handle personal information. **We** collect personal information to offer, provide, manage and administer the many financial services and products **We** and **Our** group of companies are involved in (including those outlined in this FSG). Further information about **Our** privacy practices can be found in **Our** Privacy Policy that can be viewed on the Petplan website at Petplan www.petplan.com.au, or HDI Global Specialty SE website at <a href="www.hdi-specialty.com/int/en/legals/privacy">www.hdi-specialty.com/int/en/legals/privacy</a> or alternatively, a copy can be sent to **You** on request. Please contact Petplan office or visit **Our** website at <a href="www.petplan.com.au">www.petplan.com.au</a> if **You** wish to seek access to, or to correct, the personal information **We** collect or disclose about **You** 

#### **International Transfers**

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

#### **Information We process**

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

#### Information containing personal and sensitive personal information.

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

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

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

#### Collecting electronic information

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

#### How We use Your information?

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

- arrange and administer an application for insurance;
- · manage and administer the insurance;
- · investigate, process and manage claims; and/or
- prevent fraud.

#### Who We share Your information with?

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

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

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

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

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

#### Why it is necessary to share information?

Insurance companies share claims data to:

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

#### Your rights

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

If We do hold information about You, We will:

- give You a description of it;
- tell You why We are holding it;
- tell **You** who it could be disclosed to; and
- let You have a copy of the information in an intelligible form.

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

#### **Providing consent to process Your information**

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

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

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

#### Collection and use of client information

#### How We use Your data

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

Petplan gathers data containing information about its clients and their insurance placements, including, but not limited to: names, industry codes, policy types, and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements. This information is maintained in one or more databases. Petplan may use or disclose information about its clients, if it is required to do so by

- foreign or Australian law,
- Petplan policy,
- pursuant to legal process
- or in response to a request from foreign or Australian law enforcement authorities or other government officials.

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

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

#### **Insurance Brokers Code of Practice**

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

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

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

#### **Telephone Call Recording**

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

#### Service issues and complaints

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

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

#### **Making a Complaint**

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

#### 1. Immediate Response & Resolution

Many concerns can be resolved immediately, or within a short amount of time. If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 1300 738 225 during normal office hours.

#### 2. Internal Dispute Resolution

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

**You** may also contact the Internal Dispute Resolution team directly on: 1300 738 225 or via email at <u>IDR@petplan.com.au</u>.

You may also contact HDI Global Specialty SE -Australia, Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000 or via email:

 $\underline{Complaints Australian Branch@hdi-specialty.com}.$ 

#### 3. External Dispute Resolution

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

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

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

#### Contact details for AFCA:

Australian Financial Complaints Authority Telephone: 1800 931 678 Email: info@afca.org.au GPO Box 3, Melbourne VIC 3000

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

If You have any questions about Our services or anything in this FSG, please contact Petplan on 1300 738 225.

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

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

#### **About this insurance**

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

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

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

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

#### Who is the insurer?

HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776) with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000 is the Insurer of the **Policy**.

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

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistraße 396, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

#### Who is the Administrator?

Petplan Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663 (**Petplan**) is the sole Administrator of the **Policy** acting under a binding agreement with the Insurer that authorises it to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints. **Petplan** can be contacted as follows, Head Office: 1-3 Smolic Crt, Tullamarine VIC, 3043 Ph: 1300 738 225.

In arranging this insurance **Petplan** acts as agent for HDI Global Specialty SE – Australia and not as **Your** agent.

#### **Our contract with You**

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

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

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

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

#### What is covered?

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

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

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

#### **Terms and Conditions**

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

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

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

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

#### Some words have special meanings

Certain words used in the **Policy** have special meanings. The definitions section of this document on pages 22 - 27 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the **Policy** when used or in the other documents making up the **Policy**.

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

#### Your obligation to comply with the Policy terms and conditions

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

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

#### Your Duty not to make a Misrepresentation

Before **You** enter into a contract of Insurance with **Us**, the Insurance Contracts Act 1984 (Cth) requires **You** to disclose to **Us** every matter **You** know, or could be reasonably expected to know, (including but not limited to matters relating to the health of **Your Pet**) that is relevant to **Our** decision to insure **Your Pet**, and if so, on what terms **Your** application for insurance is acceptable and to calculate how much premium is required for **Your** insurance.

**You** have the same duty to disclose any relevant matters to **Us** before **You** renew, extend, vary or reinstate the **Policy**.

The duty applies until the **Policy** is entered into or where relevant, renewed, extended, varied or reinstated (**Relevant Time**). If anything changes between the time **You** provide answers or make disclosure and the **Relevant Time**, **You** need to tell **Us** 

You do not need to tell Us about any matter that:

- diminishes Our risk;
- is of common knowledge
- · We already know or should know as an insurer;
- We tell You We do not need to know.

#### Who does the duty apply to?

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

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

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

#### What type of insurance is this?

Subject to the **Policy** terms and conditions (including exclusions and limits), this **Policy** covers the cost of **Veterinary Fees** if **Your Pet** is injured or becomes ill. Each **Illness** or **Injury** will be covered for twelve (12) **months** starting from the date the **Injury** first happened after **You** obtained cover, or the date the **Illness** first showed **Clinical Signs**, after **You** obtained cover and the conclusion of the **twenty-one** (21) day **Waiting Period**.

#### How long does my Policy run for?

The **Policy** will remain in force for **twelve (12) months** from the date it starts and for any period which **You** renew unless cancelled earlier by **You** or **Us** in accordance with the terms of the **Policy**.

#### **Policy Summary**

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

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

#### Applying for cover - Eligibility

Eligible cats or dogs can be covered from the age of eight (8) weeks. **Your** cat or dog must live in **Australia**.

The following dogs are not eligible for cover:

- Dogs used for security, quarding, track racing or Coursing,
- Breeds of dogs that are listed as banned by any Australian State or Territory Government, public or local authority.
- Dogs that are a cross breed with either a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid, or any other breed advised to You when You apply for cover.

This list may be modified from time to time and **We** will notify **You** in writing.

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



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

#### **COVER SUMMARY**

#### **Veterinary Fees**

We will pay the cost of Veterinary Fees incurred by You for Veterinary Treatment provided during the Period of Insurance to treat Your Pet's Injury or Illness, including Veterinary Fees incurred during Journeys in the Agreed Countries. We will also cover Physiotherapy and Treatment provided during the Period of Insurance of a Behavioural Illness when carried out by a Member of a Veterinary Practice or one of Our recognised associations.

The Maximum
Benefit We will
pay for Injury
and Illness for all
Treatment types
is shown on Your
Certificate of
Insurance.

#### Alternative or Complementary Treatment

We will pay the cost of the following procedures when referred and endorsed by Your Vet and carried out in Australia to treat Your Pet's Injury and Illness during the

- Period of Insurance:

   Acupuncture and Homeopathy carried out by a Vet.
- Herbal medicine prescribed by a Member of a Veterinary Practice.
- Chiropractic Manipulation and Osteopathy carried out by a Member of a Veterinary Practice or one of Our recognised associations.
- Hydrotherapy carried out by a Member of a Veterinary Practice (provided it is in a pool owned by the Veterinary Practice) or a person or a Hydrotherapy business who/ which is a member of one of Our recognised associations.

The Maximum Benefit We will pay for Injury and Illness for all Treatment types is shown on Your Certificate of Insurance.

#### Theft or Straying

If Your Pet is stolen or goes missing during the Period of Insurance in Australia and cannot be found, We will pay the price You paid for Your Pet (or the Market Value if You have no formal proof of how much You paid or if You did not pay for Your Pet) up to the benefit limit shown on Your Certificate of Insurance.

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

Third Party Liability (Dogs only)	We will cover Your Legal Liability for payment of compensation in respect of:  death, bodily Injury or Illness; and/or  physical loss of or damage to property occurring during the Period of Insurance and which is caused by an Accident involving Your Dog.	The Maximum Benefit We will pay for this benefit is shown on Your Certificate of Insurance.
Excesses	If You need to make a claim under this Policy, You may be required to pay an Excess. Your Excess will depend on the product You choose, where You live and the breed and age of Your Pet. For full details, please refer to the terms and conditions of the Policy and Your Certificate of Insurance	

#### **Policy Benefits**

Unless otherwise indicated in the **Policy**, the amounts shown below are the **Maximum Benefits** that **We** will pay to **You** under the **Policy** in relation to a **Period** of Insurance. **Veterinary Fees** and **Alternative or Complementary Treatment** are subject to the **Policy Aggregate** less the applicable **Excess**.

TYPE OF COVER	12 Essential
Covered for Life	No
Veterinary Fees	\$7,000 for the treatment of an <b>Injury</b> , <b>Accident</b> or <b>Illness</b> as shown in the <b>Certificate of Insurance</b> .
Alternative or Complementary Treatment	\$1,000 (Any amounts paid under this benefit are part of the <b>Policy</b> <b>Aggregate</b> of <b>Veterinary Fees</b> as shown above).
Third Party Liability (Dogs only)	<b>\$1 million</b> (any one loss occurrence)
Death from Illness	Up to <b>\$1,000 – Optional Extra</b> <b>Benefit</b>
Death from Injury	Up to <b>\$1,000 – Optional Extra</b> <b>Benefit</b>
Boarding Fees	\$1,000
Advertising & Reward	\$1,000
Loss by Theft or Straying	\$1,000
Holiday Cancellation	\$1,000
Quarantine expenses and Loss of Documents	\$1,000

Emergency Repatriation	\$500
Multi-pet Discount	3+ eligible pets

The benefits listed below are **Optional Extra Benefits** and may not be included in cover for **Your Pet.** 

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

If applicable, **We** will pay the price **You** paid for **Your Pet** (or the **Market Value** if **You** have no formal proof of how much **You** paid or if **You** did not pay for **Your Pet**) under the following circumstances:

Death from <b>Injury</b>	If Your Pet dies during the Period of Insurance in Australia due to an Injury until the age of eight (8) or five (5) for a select breed.	The maximum amount <b>We</b> will pay in relation to
Death from <b>Illness</b>	If Your Pet dies during the Period of Insurance in Australia due to an Illness until the age of eight (8) or five (5) for a select breed.	these benefits is shown on Your Certificate of Insurance.

#### **Policy Limits and Exclusions**

This Policy covers an Injury or Illness for a period of twelve (12) months only. The twelve (12) months starts on the date the Injury first happened after Your Pet's cover started, or the first Clinical Sign of the Illness or Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period. After this twelve (12) month period We will not cover any further claims for that or any related Injury or Illness

Benefit limits do apply to some items covered under the **Policy**. **You** should read **Your Policy** carefully so that **You** are aware of what limits may be applicable in the event of a claim.

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

- 1. A Condition specifically excluded on Your Certificate of Insurance.
- 2. Any animal less than eight (8) weeks old at the time of commencement of the period of insurance.
- 3. Any costs of treatment throughout the lifetime of Your Pet for any injury or Illness which occurs or shows Clinical Signs prior to the commencement of Your Insurance or within the first twenty-one (21) days of cover (Waiting Period), or any Pre-Existing Conditions. This applies regardless of whether or not We place any exclusion(s) for the Injury/Illness in Your Certificate of Insurance.
  - See 'What We will not pay applying to Veterinary Fees and Complementary Treatment' points 2 and 3, and 'What We will not pay applying to Death from Injury and Death from Illness' points 3 and 4.
- 4. Any costs of treatment throughout the lifetime of Your Pet for Brachycephalic Obstructive Airway syndrome (BOAS), Brachycephalic Gastrointestinal Syndrome (BGS), nasal fold surgery, skin fold surgery, stenotic nares and soft palate resection, enlarged tongue (macroglossa), or everted laryngeal saccules, that occurs or shows Clinical Signs within the first twelve (12) months of commencement of Your Insurance, inclusive of the Waiting Period and any free cover policy or prior to the commencement of the Your Insurance. This applies regardless of whether or not We place any exclusions on Your Certificate of Insurance
- Any amount for death from an Illness or disease occurring after Your Pet's 8th birthday, or if Your Pet is a Select Breed, its 5th birthday.
   See 'Definitions' - Select Breeds, and 'What We will not pay - applying to death from Injury and Death from Illness' - point 9.
- Cost of Routine Treatment or Preventative care such as check-ups and procedures that are designed to prevent future Illnesses from occurring rather than treating existing Illnesses. These include, but not limited to annual physical examinations and/or check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention.
- 7. Cost of Elective procedures and Treatment, including but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or Elective surgery including but not limited to dew-claw removal, prescription diet foods, and any Treatment not related to an Injury, Illness, or trauma. Elective surgery or Treatment that is beneficial to the Pet but is not essential for Your Pet's survival or does not form part of a Treatment for an Injury or Illness.
- The cost of periodontics, dental check-ups, Comprehensive Oral Health
  Assessment and Treatment (COHAT), dental x-rays, dental prophylaxis, dental
  scale and polish or teeth cleaning, gingival curettes, gingival hyperplasia,
  removal of plaque or calculus or periodontal surgery.
- The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 10. Any cost relating to orthodontics, malocclusion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior crossbite, overbite, brachygnathia, open bite or level bite.
- 11. Any **Treatment** for dental disease if an annual dental examination has not been undertaken within the twelve (12) months preceding the problem requiring **Treatment** and any **Treatment** a **Vet** recommended resulting from that had not been carried out. Evidence will need to be provided to **Us** if **Your Vet** has carried out an annual dental examination.
- 12. The cost of the following procedures; experimental **Treatments**, or therapies; prosthetics or orthopaedic supports or braces, open heart surgeries, cancer

vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, cold laser treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), any drugs not used in accordance with the manufacturers recommendations.

- Any costs for Alternative or complementary Treatment or veterinary Treatment that does not improve the health or wellbeing of Your Pet.
- 14. Any prolonged course of veterinary medicines, Alternative or Complementary Treatments for more than three (3) months if there is a veterinary operation that would have improved or cured the Condition unless agreed by Us. The maximum payment will be limited to the equivalent cost of the operation.
- 15. The cost for **Your Vet** to write a prescription or charge a dispensing fee.
- 16. Any medicines that have not been approved by the 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**.
- 17. Dogs being used for guarding, track racing or Coursing.
- 18. Any breed of dog that is banned by any Australian Government, Public or Local Authority, or that is crossed with any banned breed or Pit Bull Terrier or Dingo or crosses of these breeds.
- 19. Any dog declared as a dangerous dog by a Government authority.
- 20. Any dog that must be registered under the applicable legislation dealing with dangerous dogs.
- 21. Any amount caused by, arising out of or in any way connected with Your Pet being confiscated or destroyed by any Government or Public or Local Authority or any person or Body having the jurisdiction to do so.
- Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on Your Pet.
- 23. Any amount caused by, arising out of or in any way connected with **You** breaking Australian animal health or importation laws or regulations.
- 24. Legal costs, expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.
- 25. Any loss caused by, arising out of or in any way connected with an act of force or violence for political, religious or ideological reasons war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
- 26. The cost of treating any Injury or Illness or other bodily Injury or Illness caused by, arising out of, or in any way connected with a malicious act, deliberate Injury or bodily Injury or gross negligence caused by You or a member of Your Immediate Family or anyone living with You or acting with Your express or implied consent.
- 27. Any amount resulting from an Illness that Your Pet contracted while outside Australia or New Zealand, that it would not normally have contracted in Australia or New Zealand.
- 28. Any amount resulting from a disease transmitted from animals to humans.
- 29. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
- 30. Any dog not vaccinated for any of the following diseases or associated illnesses: distemper, hepatitis, kennel cough, leptospirosis, parvovirus or any other disease that there is a known vaccine and **Your** vet has recommended vaccinations
- 31. Any cat not vaccinated for any of the following diseases or associated illnesses if not vaccinated against them: feline infectious enteritis, feline leukaemia or cat flu, or other disease that there is a known vaccine and Your vet recommend vaccination
- 32. Any amount arising from or in any way connected with Your failure to take all reasonable precautions to protect Your Pet from or by aggravating or prolonging an Injury or Illness.
  - Your Legal Liability for payment of compensation in respect of:
  - death, bodily Injury or Illness, and/or
  - physical loss or damage to property, except to the extent You have such
    cover under Third Party Liability of this Policy in relation to Your dog.
- 33. This Policy covers an Injury or Illness for a period of twelve (12) months only. The twelve (12) months starts on the date the Injury first happened after Your Pet's cover started, or the first Clinical Sign of the Illness or Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period. After this twelve (12) month period We will not cover any further claims for that or any related Injury or Illness.

See 'What **We** will not pay – applying to **Veterinary Fees** and **Complementary Treatment'** – points 6, 7 and 8, and 'What **We** will not pay – applying to Death from **Injury**and Death from **Illness'** – points 6 and 7.

The following exclusions only apply when **Your Pet** is on a **Journey** within the **Agreed Countries**.

- 34. Any amount if Your Pet lives permanently outside of Australia.
- 35. Any Journey You take Your Pet on against a Vet's advice.

These are the main **Exclusions** and **Policy Limits**. Additional **Exclusions** and **Policy Limits** that apply. For full details of all relevant **Policy Limits** and **Exclusions You** must read the **Certificate of Insurance** and the general exclusions to all sections and also to the specific exclusions to each section under the heading "What **We** will not pay" as set out in this document.

#### **Excess**

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

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

#### Costs

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

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

Minimum premiums may apply. In some cases discounts may apply if **You** meet criteria **We** set. Any discounts/ entitlements only apply to the extent any minimum premium is not reached. If **You** are eligible for more than one, **We** also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

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

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

#### **Payments by Instalments**

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

#### Goods and Services Tax (GST)

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

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

#### Your cooling-off period and Cancellation rights

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

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel by contacting us: **Petplan** Pet Insurance, 1-3 Smolic Crt, Tullamarine VIC, 3043, or email to <u>info@petplan.com.au</u>, or by calling 1300 738 225.

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

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to 'General Conditions'. Cancellation on 29 and 30 for full details).

#### How do I make a claim?

**We** will not guarantee if **We** cover a claim under the **Policy** prior to **You** submitting a claim. **You** must send **Us** a claim form that has been properly filled in. **We** will then communicate our decision with **You**.

**You** must fill in a claim form. Send **Us** the claim form together with a copy of the fully itemised invoices setting out the costs involved. Where requested **You** may need to provide a complete medical history and clinical notes relating to the treatment,

"You can obtain a claim form online at <a href="www.petplan.com.au/claims">www.petplan.com.au/claims</a> or by contacting Us on either 1300 738 225 or <a href="claims@petplan.com.au">claims@petplan.com.au</a>. You can email the completed claim form to <a href="claims@petplan.com.au">claims@petplan.com.au</a> or post it to:

Petplan Australasia, Claims Centre 1-3 Smolic Court Tullamarine, VIC 3043

If You post Your claim We recommend You keep a copy of the claim".

#### **Updating this PDS**

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

#### **Further information and confirmation of transactions**

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

#### **Your Pet Insurance Policy - Details**

Details of **Your Pet**'s cover are outlined in the **Policy** and the **Certificate of Insurance**. There are ten (10) sections of cover but please be aware that some of the sections of cover may not be automatically provided and as such may not be included in the **Policy**. Cover under a section is only provided to **You** if it is shown as covered on **Your Certificate of Insurance**. **We** recommend **You** check **Your Pet**'s cover and contact **Us** as soon as possible if this is not as expected.

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

#### **Definitions**

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

12 months	means a consecutive period of 365 days.		
Accident	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All <b>Accidents</b> consequent upon or attributable to one source or original cause are treated by <b>Us</b> as one <b>Accident</b> . This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time.  For the sake of clarity, the following <b>Conditions</b> are not considered <b>Accidents</b> : luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).		
Acupuncture or Homeopathy	means <b>Acupuncture or Homeopathy</b> which is carried out by a <b>Vet</b> .		
Age Contribution	means the additional % excess that will apply to each and every claim once <b>Your Pet</b> is over a specified age. The <b>Age Contribution</b> is in addition to any Fixed <b>Excess</b> and Pet % Share. The <b>Age Contribution</b> excesses and the relevant ages for which it applies are:		
		Age of Pet	Age Cont.
	Dogs	8+ years	20%
		10+ years	35%
	Select Breed Dogs	4+ years	20%
		7+ years	35%
	Cats	8+ years	20%
		10+ years	35%
	For detailed information  – Age Contributions	please refer to	Page 50
Alternative or Complementary Treatment	means the cost of any examination, consultation, advice, test or legally prescribed medication for the following procedures where they treat an Illness or Injury. This includes any Veterinary Treatment specifically needed to carry out the procedure;  • Acupuncture or Homeopathy carried out by or herbal medicine prescribed by a Member of a Veterinary Practice.  • Chiropractic Manipulation carried out by a Member of a Veterinary Practice, providing the member is a qualified animal chiropractor.  • Hydrotherapy carried out by a Member of a Veterinary Practice in a pool/water treadmill owned by the Veterinary Practice providing the member is a qualified animal Hydrotherapist.  • Osteopathy carried out by a Member of a Veterinary Practice providing the member is a qualified animal Osteopath.		

Agreed Countries	means any Australian Quarantine & Inspection Service (AQIS) approved Countries from which a dog or cat can return to <b>Australia</b> from that does not require quarantine. (At the date of this document the countries specified are New Zealand, Cocos (Keeling) Island, Norfolk Island).
Australia	means Commonwealth of <b>Australia</b> .
Behaviour modification programme	means a programme written by an <b>Animal Behaviourist</b> who is a <b>Member of a Veterinary Practice</b> detailing specific techniques to be used and action to be taken with the aim of permanently changing <b>Your Pet</b> 's behaviour.
Behavioural Illness	means any change to <b>Your Pet</b> 's normal behaviour, resulting from a mental or emotional disorder diagnosed by a <b>Vet</b> .
Certificate of Insurance	means the relevant <b>Certificate of Insurance We</b> issue including on renewal or variation of the <b>Policy</b> containing details of the cover provided under the <b>Policy</b> , including any exclusions and other specific insurance details that <b>We</b> have applied to <b>Your</b> cover.
Clinical Sign(s)	means a change(s) in <b>Your Pet</b> 's normal healthy state, bodily functions or behaviour.
Condition	means any <b>condition</b> that causes discomfort, dysfunction, distress, including Injuries and <b>Illness</b> , disabilities, disorders, <b>Clinical Signs</b> , syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the <b>Pet</b> afflicted.
Chiropractic Manipulation	means <b>Chiropractic Manipulation</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal Chiropractor.
Elective Treatment, diagnostic or procedure	means a surgery or <b>Treatment</b> that is beneficial to the Pet but is not essential for Your Pet's survival or <b>does</b> not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> . <b>Treatment</b> or Surgery includes, but is not limited to, desexing, spaying or castration, microchipping, grooming and de-matting, cosmetic or aesthetic surgery, or <b>Elective</b> surgery including but not limited to dew-claw removal, prescription diet foods, and any <b>Treatment</b> not related to an <b>Injury</b> , <b>Illness</b> or trauma. <b>Elective</b> surgery or <b>Treatment</b> that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet's</b> survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> , or any <b>Treatment</b> , diagnostic or procedure <b>You</b> request, which the <b>Vet</b> confirms is not necessary to treat an <b>Injury</b> or <b>Illness</b> is considered <b>Elective Treatment</b> .

Excess	means the amount(s) shown on Your Certificate of Insurance that You must pay for each unrelated Condition for a claim made under Your Policy.  Veterinary Fees and Alternative or Complementary Treatment Excesses may be
	either: a. the Fixed Excess only; or b. the Fixed Excess and the Optional Pet % Share Excess;
	An additional <b>Age Contribution</b> may also apply and where applicable will be shown on <b>Your Certificate of Insurance</b> .
	<ul> <li>Separate Excess apply for Veterinary Fees and Alternative or Complimentary Treatment which means if You claim under both benefits for the same Injury or Illness, You will pay an Excess for each benefit.</li> </ul>
Family	means <b>Your Immediate Family</b> and, grandparents, brothers, sisters, grandsons, and/or granddaughters including <b>Family</b> of step and de facto relationships.
Herbal Medicine	means <b>Herbal Medicine</b> prescribed by a <b>Member of a Veterinary Practice</b> .
Home	means the place in <b>Australia</b> where <b>You</b> usually live.
Hydrotherapy	means the <b>Treatment</b> of <b>Injury</b> and <b>Illness</b> , with, or in, water, including swimming in a pool and the use of a water treadmill which is carried out:  By a <b>Member of a Veterinary Practice</b> providing the <b>Hydrotherapy</b> is carried out in a pool/water treadmill owned by the veterinary practice.
Illness	means an unhealthy state, condition, ailment, affliction, sickness, disease, disorder, defect, syndrome or abnormality that causes pain, dysfunction, or distress and that is not due to an external <b>Injury</b> .
Illness which starts in the first 21 days of cover	means an Illness that:  a) Showed Clinical signs, b) Is the same as, or has the same Clinical signs or diagnosis as an Illness that showed Clinical signs, c) Is caused by, relates to, or results from, a Clinical sign that first occurred, or an Illness that, showed Clinical signs, d) In the first twenty-one (21) days of:  • Your Pet's first Policy Year, or
	<ul> <li>Any additional section added to Your insurance.</li> <li>No matter where the Illness or Clinical signs occur or happen in, or on, Your Pet's body. The twenty-one (21) day Waiting Period will cease at 00.01 on the twenty-second (22<sup>nd</sup>) day of cover under this Policy.</li> </ul>
Immediate Family	means spouse, civil partner, life partner, partner, defacto partner, parents, sons and daughters, including <b>Family</b> of step and/or defacto relationships.
Injury	means a physical <b>Injury</b> or trauma caused immediately, solely and directly from an <b>Accident</b> . This does not include any physical <b>Injury</b> or trauma that happens over a period of time or is of a gradual nature.

Journey	means travel from Your Home within Australia or any of the Agreed Countries undertaken during the Period of Insurance for a maximum of ninety (90) days for all journeys in the Period of Insurance. This includes the duration of Your holiday or business trip and any travel, in and between Australia and an Agreed Country and return Journeys to Your Home.
Market Value	means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time <b>You</b> took ownership of <b>Your Pet</b> as determined by <b>Us.</b>
Maximum Benefits	means the most <b>We</b> will pay for the relevant level of cover <b>You</b> have chosen during the <b>Period of Insurance</b> as set out in the <b>Certificate of Insurance</b> , subject to exclusions of the <b>Policy</b> and subject to the <b>Policy Aggregate</b> less the applicable <b>Excess</b> .
Member of a Veterinary Practice	means any person legally employed by a <b>Veterinary Practice</b> under a contract of employment, other than a <b>Vet</b> who may be the Insured under this <b>Policy</b> .
Osteopathy	means <b>Osteopathy</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal Osteopath.
Our Vet	means any <b>Vet</b> appointed or engaged by <b>Us</b> to carry out <b>Treatment</b> to <b>Your Pet</b> or discuss <b>Your Pet</b> 's <b>Treatment</b> with <b>Your Vet</b> .
Optional Extra Benefit	means an additional benefit that <b>You</b> can elect to include in addition to the basic insurance. There are two <b>Optional Extra Benefits</b> in <b>Petplan twelve (12) month</b> Essential Cover being only:  a. Death from <b>Illness</b> .  b. Death from <b>Injury</b> .  For <b>Optional Extra Benefits</b> to be included <b>You</b> must select the Option and pay an additional premium. If applicable the <b>Optional Extra Benefit</b> will be shown on <b>Your Certificate of Insurance</b> .
Petplan*	means the Administrator of this Policy with <b>You</b> and who acts on behalf of the <b>Insurer</b> . <b>Petplan</b> is a Registered Trade Mark, and Products sold under this Trade Mark in Australia are sold exclusively by Petplan Australasia Pty Ltd under Licence from Pet Plan Limited.
Pet Immigration Rules	means a system that allows pet owners in <b>Australia</b> to take their pets to the agreed <b>countries</b> and bring them back to <b>Australia</b> without the need for quarantine.
Policy Aggregate	means the total amount payable for all <b>Veterinary Fees</b> and <b>Alternative or Complementary Treatment</b> for <b>Injuries</b> and/or <b>Illnesses</b> occurring during any one <b>Policy Year</b> as specified in the <b>Certificate of Insurance</b> .

#### **Policy**

means this document and the **Certificate of Insurance** and any other documents **We** issue to **You** which are expressed to form part of the **Policy** terms, which set out the cover **We** provide during the **Period of Insurance**. For the sake of clarity, it does not include any **Policy** that this is a renewal of or any future policy that is a renewal of the **Policy**.

#### **Policy Year**

means the time during which **We** give cover as shown on **Your Certificate of Insurance Policy Details.** This is normally **twelve (12) months** but may be less if **Your Pet** has been added to, or cancelled from, **Your** insurance.

#### Period of Insurance

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

#### Physiotherapy

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

## Pre-Existing Condition(s)

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

- a. Has happened or first showed Clinical Signs;
- b. Has the same diagnosis or Clinical Signs as an Injury, Illness or Clinical Sign Your Pet had; or,
- c. Is caused by, relates to, or results from, an Injury, Illness or Clinical Sign Your Pet had occurring or existing:
  - Before **Your Pet**'s cover started, or prior to the **Policy** commencement date;
  - During the twenty-one (21) day Waiting Period; or
  - Before the section was added to **Your** insurance.

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

For the avoidance of doubt when referring to **Pre-Existing Conditions**, and Conditions affecting a part of **Your Pet**'s body of which it has two, will be deemed to be a **Bilateral Condition** and both will be excluded from cover.

## Routine Treatment or Preventative

means care or treatment such as check-ups and procedures that are designed to prevent future **Illnesses** from occurring rather than treating existing **Illnesses**. These include, but are not limited to annual physical examinations and check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention.

Select Breed(s)	means Bandog, Bavarian Mountain Hound, Bergamasco Shepherd Dog, Briard, Blood Hound, Boerboel, Beauceron, Bernese Mountain Dog, Bracco, All Bulldogs (i.e. English, American, Australian, Miniature, etc.), Bull Arab, Deerhound, Dogue de Bordeaux, Entlebucher Mountain Dog, Estrela Mountain Dog, Grand Blue De Gascoigne, Great Dane, Greater Swiss Mountain Dog, Hamiltonstovare, Hungarian Kuvasz, Irish Wolfhound, Komondor, Maremma Sheepdog, Leonberger, All Mastiff Breeds, Newfoundland, Old English Sheepdog, Polish Lowland Sheepdog, Pyrenean Mountain Dog, Rottweiler, Russian Black Terrier, Shar Pei, St Bernard or any crosses of these breeds. (We may modify this list from time to time).  Please refer to the 'Select Breed' section on Your Certificate of Insurance to find out if Your Pet is a Select Breed.
Therapist	means a Certified Clinical Animal Behaviourist who is a <b>Member of a Veterinary Practice</b> .
Travel Documents	means <b>Your Pet</b> 's Import Permit issued by AQIS, any Vaccination Certificates and/or Certificate for treatment against parasites issued for <b>Your Pet</b> under the Regulations for taking a pet to <b>Australia</b> .
Treatment	means <b>Veterinary Treatment</b> or <b>Alternative or Complementary Treatment</b> .
Treatment of a Behavioural Illness	means the <b>Treatment</b> , by <b>Therapist</b> who is a <b>Member of a Veterinary Practice</b> , of a change(s) to <b>Your Pet</b> 's normal behavi <b>our</b> that is caused by a mental or emotional disorder which could not have been prevented by training and/or spaying/castration.
Vet	means a registered Veterinarian, Specialist Veterinarian, <b>Vet</b> practice, clinic, hospital, centre including referral hospitals, licensed to practice in Australia, other than a Vet who may be the Insured.
Veterinary Fees	means the amount <b>Vets</b> charge for the care and treatment they provide.
Veterinary Practice	means any veterinary service provided by a veterinary organisation or business.
Veterinary Treatment	means the cost of the following when required to treat an Illness or Injury,  any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a Vet, a Veterinary Nurse or another Member of the Veterinary Practice under the supervision of a Vet, and  Any medication legally prescribed by a Vet  Physiotherapy and Treatment of a Behavioural Illness

not otherwise excluded under this Policy.

Waiting Period	means a <b>Period</b> of twenty-one (21) days starting from the commencement date of the policy (excluding renewals) as shown on <b>Your Certificate of Insurance</b> of the initial <b>Period of Insurance</b> , during which an <b>Illness</b> or <b>Condition</b> that first occurs or shows <b>Clinical Signs</b> will be excluded from Cover unless otherwise stated on <b>Your Certificate of Insurance</b> . The twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22 <sup>nd</sup> ) day of cover.
We, Us, Our	means <b>Petplan</b> acting on behalf of HDI Global Specialty SE -Australia, the <b>Insurer</b> of the <b>Policy</b> .
You, Your	means the person(s) named as the insured on the Certificate of Insurance.
Your Pet	means the dog or cat named on the <b>Certificate of Insurance</b> .

#### **General Conditions**

#### Conditions of the Policy

You must comply with the General Conditions and Special Conditions of the Policy to have the full protection of the Policy. If You do not, and the Condition You have not complied with relates to a claim, We may refuse or reduce the amount We pay under the claim

#### Caring for Your Pet (Dental, Vaccinations)

Throughout the **Period of Insurance You** must take all reasonable steps to maintain **Your Pet's** health and to prevent **Injury**, **Illness** and loss.

- a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national animal welfare body or an independent Vet mutually agreed upon.
- b. You must arrange and pay for Your Pet to have a yearly dental examination and to receive any oral Treatment normally recommended by a Vet to prevent Illness or Injury. Any Treatment recommended as a result of the dental examination must be carried out as soon as possible.
- c. You must keep Your Pet vaccinated against the following:

**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**.

**Cats** – Feline infectious enteritis, feline leukaemia and cat flu and any other vaccination recommended to **You** by a **Vet**.

If **You** do not keep **Your Pet** vaccinated, **We** may refuse or reduce the amount **We** pay under the claim that result from any of the above **Illnesses** to the extent that the unvaccinated **Illnesses** caused or contributed to the loss or damage.

d. You must take reasonable steps to arrange for a Vet to examine and treat Your Pet as soon as possible after it shows Clinical signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness. And if We decide, You must also take Your Pet to a mutually agreed upon independent Vet.

#### Claims Pre-Authorisation

**We** do not provide pre-claim authorisation, nor guarantee that **We** will pay a claim prior to the completed claim being submitted. **We** will assess **Your** claim when submitted and contact **You** with **Our** decision. See page 51 of this Policy for details on how to make a claim.

#### Vet Information, Other Insurance

When **You** make a claim **You** agree to give **Us** any information **We** may reasonably ask for.

#### Legal rights against others

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

#### Claims – Vet Fee Charges

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

#### Claims - Over treatment

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

#### Claims – Veterinary information

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

#### Claims – Settlement

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

#### Cancelling Your Policy

You can cancel Your Policy by contacting Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date.

#### **Cancellation rights**

- a. In addition to Your Cooling off rights detailed earlier, You may cancel the Policy at any time by notifying Us.
- Cancellation by **You** will be effective from 16:00 (4:00pm) AEST on the day **We** receive **Your** notice of cancellation.
- c. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel:
  - i. If You failed to comply with Your Duty not to make a Misrepresentation; or
  - ii. Where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
  - iii. Where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
  - iv. Where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, and We may do so by giving You three days' notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.
- d. Cancellation by **Us** will be effective from the later of 16:00 (4:00pm) AEST on the third business day after the day it is given to **You** or such other date specified in the cancellation notice.
  - If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur and any government taxes or duties We cannot recover.
- e. For the avoidance of doubt, if the Policy is cancelled or comes to an end for any reason all cover for Your Pet will stop on the date and time the cancellation becomes effective and no further claims will be paid.

#### Paying Your premium

- a. If You pay by monthly instalments and if You do not pay an instalment on time, We will let You know and We will try to deduct the overdue amount along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that You pay Your instalments on time. If You can't, You should get in touch with Us immediately.
- b. If the **Policy** is cancelled by **Us** because **You** have not paid the premium **We** may agree to reinstate the **Policy** if **You** pay all premiums due.
- c. When **We** settle **Your** claim, **We** will deduct from the claim, any premium amount due to **Us.**

#### Renewing Your Policy

If You pay Your premium by Direct Debit instalment, when the Policy is due for renewal and We have agreed to renew the Policy, We will renew it for You automatically, to save You the worry of remembering to contact Us before the renewal date. We will write to You at least fourteen (14) days before the Policy expires with full details of Your premium and terms upon which renewal will be offered for a further period of insurance. If You do not want to renew the Policy just let Us know.

It is important that **You** check the terms of any renewal offer to satisfy yourself that the details are correct. In particular, check the sum insured amounts and **Excess(es)** applicable and ensure that the levels of cover are appropriate for **You**.

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

**We** have the right not to invite renewal and **We** will notify **You** in writing of any such action.

## Changes at renewal

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

If We offer renewal We may:

- Change the premium, Excesses and Policy Terms and Conditions.
- Place exclusions because of previous claims made by You and Your Pet's Veterinary history.
- Limit or withdraw Third Party Liability cover based on a review of Your Pet's behaviour. For example, any aggressive tendencies shown or any incidents where Your Pet has caused Injury to a person or another animal.

#### Changes during the Period of Insurance

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

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

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

#### **Upgrading cover**

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

#### Exclusions applicable to Your Pet

Any **Injury/Illness** which occurred before **Your Pet's** cover started is a **Pre-Existing Condition** and something which will never be covered by **Your** insurance. This is regardless of whether **We** place an exclusion for the **Injury/Illness** or not.

- Any Illness which starts in the first twenty-one (21) days of cover (Waiting Period). The twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22<sup>nd</sup>) day of cover.
- In addition to the exclusions set out in these Terms and Conditions, the Policy does not cover any amount that results from an Injury, Illness or incident which is shown as excluded on Your Certificate of Insurance.
- If, after We have offered a further Period of Insurance, You make a claim that relates to a Period of Insurance before the one We have offered, We may, based on the details of the claim, place exclusions backdated to the start of the further Period of Insurance.

#### **Policy Limits**

Limits do apply to some items covered by the **Policy. You** should read the **Policy** carefully so that **You** are aware of what limits may be applicable to **You** in the event of a loss.

#### **Travel Cover**

Some sections of **Your Policy** provide cover whilst **Your Pet** is on a **Journey**.

- a. This type of cover is limited to the Agreed Countries for a maximum of ninety (90) days in each Period of Insurance. While Your Pet is outside Australia You must follow the conditions of the Australian Pet Immigration Regulations. Full details can be found on the Department of Agriculture and Water and Environment's website, https://www.agriculture.gov.au/cats-dogs or contact National office GPO Box 858, Canberra ACT 2601. Phone: +61 2 6272 3933.
- You agree to pay translation costs for any claim documentation not written in English.

#### Jurisdiction

- a. Australian law applies to this insurance contract.
- b. Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.

#### **Your Residence**

- a. Your Pet must live in Australia.
- If Your address, or the address of Your Pet, changes You must advise Us as soon as possible as this may affect the insurance cover provided.

#### False information

If **You** have intentionally provided false information or make a false or exaggerated claim, or any claim involving **Your** dishonesty, **We** may cancel or **Void** this **Policy** and **We** may decline further claims and their associated payments under the policy.

#### **Fraudulent Claims**

If **You** submit a fraudulent claim, or solicit **Your Vet** to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and **We** may cancel the **Policy. We** may also be entitled to reclaim any payments already made to **You** in respect to such claims.

Lost Pets	If Your Pet is lost or missing when You first take the Policy, the cover under the Policy will not start until You are reunited with Your Pet and any incident, Injury or Illness which occurs before You are reunited will not be covered by the Policy.
Your Rights	The <b>Policy</b> is subject to any rights and remedies <b>You</b> have under the Insurance Contracts Act 1984 (Cth).

#### Cover

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

#### Section 1a - Veterinary Fees

Cover under this section applies in Australia and Agreed Countries only

#### We will pay

We will pay the cost of **Veterinary Fees** incurred for the **Veterinary Treatment Your Pet** has received to treat an **Injury** and/or **Illness** during the **Period of Insurance** 

When referred and endorsed by **Your Vet**, this section also covers the cost of **Physiotherapy** to treat an **Injury** and/or **Illness** and the **Treatment of a Behavioural Illness**.

Illness and Injury is covered for:

- Twelve (12) months, starting from the date during the Policy Year the Injury happened or the Clinical Signs of the Illness first occurred, or
- Until the Maximum Benefit is reached, whichever happens first.

#### You must pay

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

## **Section 1b** – Alternative or Complementary Treatment

Cover under this section applies in Australia only

#### We will pay:

What we pay when referred and endorsed by **Your Vet**, the cost of any examination, consultation, advice, test and legally prescribed medication for the following

when it is deemed necessary by Your Vet to treat an Injury and/or Illness:

- Acupuncture
- Homeopathy
- Herbal Medicine
- Chiropractic manipulation
- Osteopathy
- Hydrotherapy

For up to ten (10) sessions in total per **Period of Insurance**. **Illness** and **Injury** is covered for:

- Twelve (12) months, starting from the date during the Policy Year the Injury happened or the Clinical Signs of the Illness first occurred, or
- Until the Maximum Benefit is reached, whichever happens first. Any amounts paid under Section 1B are part of Section 1A, Veterinary Fees Policy Aggregate.

#### You must pay:

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

#### We will not pay under Section 1a or 1b:

(applying to **Veterinary Fees** and **Alternative or Complementary Treatment**) **We** will not pay:

- More than the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- 2. The cost of any Treatment for a Pre-Existing Condition.
- The cost of any Treatment for an Illness which starts in the first 21 days of cover.
- 4. To the extent permitted by law, costs of any **Treatment** for:
  - a) an Injury that happened or an Illness that first showed Clinical Signs before Your Pet's cover started; or,
  - an Injury or Illness that is the same as, or has the same diagnosis or Clinical Sign as an Injury, Illness or Clinical Sign Your Pet had before its cover started; or,
  - c) an Injury or Illness that is caused by, relates to or results from an Injury, Illness or Clinical Signs Your Pet had before its cover started, no matter where the Injury, Illness or Clinical Signs occurred or happened in, or on Your Pet's body. To the extent permitted by law, for the costs of any Treatment of:
  - a) an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting; or,
  - an Illness which is the same as, or has the same diagnosis or Clinical Signs as an Illness that first showed Clinical Signs within twentyone 21 days of Your Pet's cover starting; or,
  - c) an Injury or Illness that is caused by, relates to or results from a Clinical Sign(s) that first occurred, or an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical Signs occurred or happened in, or on Your Pet's body.
- For the cost of any Treatment Your Pet receives more than twelve (12) months after the date the Injury happened or the Illness first showed Clinical Signs.
- For the cost of any Treatment resulting from an Injury or Illness, if the Clinical Signs are the same as the Clinical Signs of an Injury which happened or Illness which first showed Clinical Signs more than twelve (12) months before.
- For the cost of any medicines or materials prescribed or supplied to be used more than twelve (12) months after the date the Injury happened or the Illness first showed Clinical Signs.
- 8. For the cost of any treatment to prevent an Injury or Illness.
- The cost of any Elective, Routine or Preventative Treatment, diagnostics or procedure, or any Treatment that You choose to have carried out that is not directly related to an Injury or Illness, including any complications that arise.
- 10. The cost of any **Treatment**, or complications arising from **Treatment**, that **You** choose to have carried out that is not directly related to an **Injury** or **Illness**, including cosmetic dentistry.
- 11. For the cost of killing and controlling fleas, general health improvers and any **Treatment** in connection with breeding, pregnancy or giving birth.
- 12. For the cost of any vaccinations, spaying and castration other than the cost of treating any complications arising from these procedures.
- 13. For the costs of having Your Pet:
  - a) Put to sleep, including any Veterinary consultation/visit or prescribed medication specifically needed to carry out this procedure, or
  - b) Cremated, buried or otherwise disposed of.

- 14. For the cost of a post mortem examination, voluntary euthanasia.
- 15. The cost of a house call unless the Vet or Therapist confirms that Your Pet is suffering from a serious Injury or Illness and that moving Your Pet would either endanger its life or significantly worsen the serious Injury/Illness, regardless of Your personal circumstances.
- 16. For the extra costs for treating Your Pet outside usual surgery hours; unless the Vet or Therapist confirms an emergency consultation is essential, regardless of Your personal circumstances.
- 17. The cost of periodontics, dental check-ups, Comprehensive Oral Health Assessment and Treatment (COHAT), dental x-rays, dental prophylaxis, dental scale and polish or teeth cleaning, gingival curettes, gingival hyperplasia, removal of plaque or calculus or periodontal surgery.
- 18. The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 19. Any cost relating to orthodontics, malocclusion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior crossbite, overbite, brachygnathia, open bite or level bite.
- 20. Any cost of **Treatment** for dental disease if an annual dental examination recommended by a **Vet** has not been undertaken within the twelve (12) months preceding the problem requiring **Treatment**. Evidence will need to be provided to **Us** if **Your Vet** has carried out an annual dental examination.
- 21. Any costs of treatment throughout the lifetime of Your Pet for Brachycephalic Obstructive Airway syndrome (BOAS), Brachycephalic Gastrointestinal Syndrome (BGS), nasal fold surgery, skin fold surgery, stenotic nares and soft palate resection, enlarged tongue (macroglossa), or everted laryngeal saccules, that occurs or shows Clinical Signs within the first twelve (12) months of commencement of Your Insurance, inclusive of the Waiting Period and any free cover policy or prior to the commencement of the Your Insurance. This applies regardless of whether or not We place any exclusions on Your Certificate of Insurance.
- 22. The cost of the following procedures; experimental **Treatments**, or therapies; prosthetics or orthopaedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, cold laser treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), any drugs not used in accordance with the manufacturers recommendations.
- Any costs for Alternative or complementary Treatment or veterinary Treatment that does not improve the health or wellbeing of Your Pet.
- 24. Any prolonged course of veterinary medicines, Alternative or Complementary Treatments for more than three (3) months if there is a veterinary operation that would have improved or cured the Condition unless agreed by Us. The maximum payment will be limited to the equivalent cost of the operation.
- 25. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 26. 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.
- 27. The cost of any medication or drug course to treat a Condition that is for more than four (4) weeks at a time. We may consider a longer period of time providing Your Vet has submitted a full Treatment plan to us for review prior to the Treatment being carried out.
- 28. The cost of any ongoing **Treatment** that will require more than six (6) visits, without the letter from **Your Vet** setting out a **Treatment** plan for permanent cure of the **Condition**.
- 29. Any bulk purchase of medicines that cannot be used in full by the end of the current **Policy** period.
- $30. \ \mbox{Any claim}$  where the full medical history is not provided when requested
- 31. For the cost of any additional Veterinary attention required because You are unable to administer medication or Treatment due to Your Pet's behaviour or Your personal circumstances.
- 32. For the cost of hospitalisation and any associated Treatment, unless the Vet or Therapist confirms Your Pet must be hospitalised for essential Treatment, regardless of Your personal circumstances.
- For any costs resulting from an **Injury** or **Illness** that are excluded under the **Policy**.
- 34. The cost of bathing, grooming, clipping or de-matting Your Pet, other than bathing when a substance is being used which, according to manufacturer's guidelines, can only be administered by a Member of a Veterinary Practice, regardless of Your personal circumstances.

- 35. For any costs for treating an Illness or Injury after the last day of the Period of Insurance, unless a further period of insurance has been entered into by You and Us in which case the costs may be paid under the new policy entered into with You.
- 36. For the cost of treating any Injury or Illness deliberately caused by You or anyone living with You or, while on a Journey, anyone travelling with You.
- 37. For the cost of dental Treatment unless Your Pet had a dental examination carried out by a Vet in the twelve (12) months before the Clinical Signs of the Injury or Illness giving rise to the claim were first noted. If any Treatment was recommended as a result of the check, this must have been carried out.
- 38. For the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.
- 39. For the cost of any Treatment while on a Journey if a Vet believes it can be delayed until Your Pet returns Home.
- 40. For the cost of any Treatment if the Journey was made to get Treatment outside of Australia.
- For the cost of hiring a swimming pool, Hydrotherapy pool or any other pool or Hydrotherapy equipment.
- For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 43. For the cost of any surgical items that can be used more than once.
- 44. For the cost of any **Treatment** if a claim has not been submitted within one year of **Your Pet** receiving **Treatment**, **We** may refuse or reduce the amount **We** pay to the extent that **We** are prejudiced by the late notification of the claim.
- 45. In relation to any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
- 46. For the cost of **Treatment** for a **Behavioural Illness** if **Your Pet**'s behaviour is caused by **You** failing to provide training.

#### Please also read

- 1. We will not pay under Section 1a applying to Veterinary Fees only
- We will not pay under Section 1b applying to Alternative or Complementary Treatment only and
- Special Conditions applying to Veterinary Fees and Alternative or Complementary Treatment.

#### We will not pay under Section 1a (applying to Veterinary Fees only):

- More than the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- For the cost of any food, including food prescribed by a Vet, unless it is:

   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. A diagnostic test must be carried out to confirm the presence of the stones/crystals.
  - b) 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.
- For the cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured **Behaviour modification programme**, and then limited to a maximum period of six (6) months.
- The cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.
- 5. The cost of spaying and castration for the Treatment of a Behavioural Illness.
- For the cost of spaying (including spaying following a false pregnancy) or castration, unless:
  - a) The procedure is carried out when **Your Pet** is suffering from an **Injury** or **Illness** for which cover is provided under section 1A and it is essential to treat the **Injury** or **Illness**, or
  - b) The costs claimed are for the **Treatment** of complications arising from this procedure.
- For the cost of any **Treatment** in connection with a retained testicle(s) if **Your Pet** was over the age of twelve (12) weeks when cover started.
- For the cost of any Treatment in connection with false pregnancy if Your Pet has received Veterinary Treatment for a false pregnancy previously.
- For the cost of Hydrotherapy, Acupuncture, Homeopathy, Chiropractic Manipulation, Osteopathy or any other Alternative or Complementary Treatment. This includes any Veterinary Treatment specifically needed to carry out the particular Alternative or Complementary Treatment.

- 10. For the cost of a post-mortem examination.
- 11. For the cost of any prosthesis, including any **Veterinary Treatment** needed to fit the prosthesis, other than hip, knee and/or elbow replacement(s).
- 12. The cost of any Treatment while on a Journey if:
  - a) A Vet believes the Treatment can be delayed until Your Pet returns Home, or
  - b) The Journey was made to get Treatment overseas.

## We will not pay under Section 1b (applying to Alternative or Complementary Treatment only):

- More than the Maximum Benefit for Alternative or Complementary
   Treatment Maximum Benefit for Injury and Illness or which will result in the
   Maximum Benefit being exceeded, subject to exclusions of the Policy and
   subject to the Policy Aggregate less the applicable Excess.
- 2. The cost of any food, including food prescribed by a Vet.
- The cost of more than ten (10) sessions in total for the treatment of an Injury, Illness or Behavioural Illness of Acupuncture, Chiropractic Manipulation, Osteopathy, Hydrotherapy.

## Special Conditions applying to Veterinary Fees Sections 1a, and Alternative or Complementary Treatment Sections 1b:

- The maximum amount We will pay for the cost of Treatment for Injury and or Illness is the Maximum Benefit that applies on the date the Injury happened or the date the Clinical Signs of the Illness first occurred, provided the relevant date falls within the Period of Insurance, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- The period of twelve (12) months and the Maximum Benefit will always start or be calculated from the date in the Policy year:
  - a) the Injury first happened after Your Pet's cover started, or the first Clinical Sign of the Illness or Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period, or
  - b) An Illness with the same diagnosis or Clinical Signs first occurred. No matter how many times the same Injury, Illness or Clinical Signs occur or happen in, or on, any part of Your Pet's body.
- 3. If a number of injuries, Illnesses or Clinical Signs are:
  - a) Diagnosed as one Injury or Illness, or
  - Caused by, relate to, or result from, another Injury, Illness, or Clinical Sign, One period of twelve (12) months or one Maximum Benefit will apply to the Treatment received for all the Injuries, Illnesses or Clinical Signs.

In this case the period of **twelve (12) months** and the **Maximum Benefit** will start or be calculated from the first date in the **Period of Insurance**;

- Any of the Clinical Signs or any of the Illnesses occurred, after the conclusion of the twenty-one (21) day Waiting Period: or
- Any of the injuries happened, after Your Pet's cover started.
- After We have paid the cost of Treatment for twelve (12) months or the Maximum Benefit for an Injury, Illness, or Clinical Sign(s), We will not pay the cost of any more Treatment for:
  - a) The same Injury or Illness,
  - b) The same Clinical Sign(s),
  - An Injury or Illness with the same diagnosis or Clinical Sign(s) as the Illness or Clinical Sign(s) We have paid the limit for, or
  - d) An Injury or Illness that is caused by, relates to, or results from, an Injury, Illness or Clinical Sign that We have paid the limit for.
  - No matter where the Injury, Illness or Clinical Sign(s) occur or happen in, or on, any part of Your Pet's body.
- 5. If We agree for a claim settlement to be paid direct to Your Vet and You allow this, then if the Vet, who has treated Your Pet or is about to treat Your Pet, asks for information about Your insurance that relates to a claim, We will tell the Vet what the insurance covers, what We will not pay for, how the amount We pay is calculated and if the premium is paid to date.
- If We receive a request to pay the claim settlement direct to a Veterinary Practice, We reserve the right to decline this request.
- We may refer Your Pet's case history to an independant Vet mutually agreed upon, and if We reasonably request, You must arrange for Your Pet to be examined by the independent Vet.

- 8. If You decide to take Your Pet to a different Vet or Therapist for a second opinion because You are unhappy with the diagnosis or Treatment provided, You must tell Us before You arrange an appointment with the new Vet or Therapist. If You do not, We will not pay any costs relating to the second opinion. If We request, You must use the independent Vet We agreed upon, providing it is reasonable to do so. If We decide the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.
- 9. It is **Your** responsibility to ensure the **Veterinary Practice** or **Therapist** is paid within the required time frame:
  - If an additional charge is added to the cost of Treatment due to the late payment of fees, We will deduct this charge from the claim settlement
  - If the Veterinary Practice or Therapist provides a discount for paying the cost of Treatment within a certain time frame, You must provide payment within this time frame. If You do not, We will deduct the discount, which would have been provided, from the claim settlement.
- 10. We will require fully itemised invoices.

### Section 2 - Death from Injury

Cover under this section applies in Australia only.

This section is optional and only applies if it is shown as covered on **Your Certificate of Insurance**.

\*This Optional Extra Benefit applies until Your Pet reaches the age of eight (8) or five (5) for a Select Breed.

#### We will pay:

We will pay for the price You paid for Your Pet, up to the Maximum Benefit, if it either dies or has to be put to sleep by a Vet during the Period of Insurance as a result of an Injury caused by an Accident.

If You have no formal proof of how much You paid for Your Pet, We will pay the Market Value or purchase price, whichever is less. If You did not pay for Your Pet We will pay the Market Value.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

#### Section 3 - Death from Illness

Cover under this section applies in Australia only

This section is optional and only applies if it is shown as covered on **Your Certificate of Insurance**.

\*This Optional Extra Benefit applies until Your Pet reaches the age of eight (8) or five (5) for a Select Breed.

#### We will pay:

The price **You** paid for **Your Pet**, up to the **Maximum Benefit**, if it either dies or has to be put to sleep by a **Vet** during the **Period of Insurance** as a result of an **Illness**.

If You have no formal proof of how much You paid for Your Pet, We will pay the Market Value or purchase price, whichever is less. If You did not pay for Your Pet We will pay the Market Value.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

## We will not pay under Sections 2 or 3 (applying to Death from Injury and Death from Illness):

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded?
- To the extent permitted by law, if the death results from an Injury or Illness that happened prior to the Period of Insurance.
- To the extent permitted by law, if Your Pet's death results from a Pre-Existing Condition.

- 4. To the extent permitted by law, if Your Pet's death results from an Illness which starts in the first twenty-one (21) days of cover.
- Any amount unless Your Vet confirms it was not humane to keep Your Pet alive because it was suffering from an Injury that could not be treated or an incurable Illness.
- Any amount if Your Pet dies or is put to sleep more than twelve (12) months
  after the date during the Period of Insurance the Injury happened or the
  Illness first showed Clinical Signs.
- 7. Any amount if the death is caused by, relates to or results from an Injury or Illness, if the Clinical Signs are the same as the Clinical Signs of an Injury which happened or an Illness which first showed Clinical Signs more than twelve (12) months before Your Pet's death, no matter where the Injury, Illness or Clinical Sign(s) occurred or happen in or on Your Pet's body.
- 8. Any amount if the death results from breeding, pregnancy or giving birth.
- 9. Any amount if the death results from an **Illness** or disease in any **Select Breed** aged five (5) years or over or any other **Pet** aged eight (8) years or over.
- 10. Any amount if a claim has not been submitted within one year of Your Pet's death, to the extent that We are prejudiced by the late notification of the claim.
- 11. Any amount if the death results from an Injury or Illness specified as excluded on Your Certificate of Insurance or generally not covered within these terms and conditions.

## Special Conditions applying to Sections 2 or 3, Death from Injury and Death from Illness:

- Unless otherwise specified in the **Policy** the calculation of the period of **twelve** (12) months and the Maximum Benefit will always start or be calculated from
   the date in the **Policy Year**:
  - a) The **Injury** first happened after **Your Pet**'s cover started, or the first **Clinical Signs** of the **Illness** or **Condition** occurring or existing in any form, after the conclusion of the **twenty-one (21) day Waiting Period** or
  - b) An **Illness** with the same diagnosis or **Clinical Signs** as the **Illness** or **Clinical Signs** that caused **Your Pet** to be put to sleep or caused its death first occurred
  - c) No matter how many times the same **Injury**, **Illness** or **Clinical Signs** occur or happen in, or on, any part of **Your Pet**'s body.
- 2. If a number of injuries, Illnesses or Clinical Signs are:
  - a) Diagnosed as one Injury or Illness, or
- b) caused by, relate to, or result from, another **Injury**, **Illness**, or **Clinical Sign**, The period of **twelve** (12) months and the **Maximum Benefit** will start or be calculated from the first date in the **Period of Insurance**:
  - Any of the Clinical Signs or any of the Illnesses first occurred, or
  - Any of the injuries happened.

When lodging a claim under Section 2 or Section 3, please send Us:

- 1. A death certificate from Your Vet.
- The Pets Pedigree Certificate and receipt from when You bought Your Pet, where applicable, and
- 3. Your claim form.
  - We will not pay for the provision of this information.

### Section 4 - Theft or Straying

Cover under this section applies in Australia only.

#### We will pay:

We will pay the price You paid for Your Pet, up to the Maximum Benefit, if it is stolen or goes missing during the Period of Insurance and is not recovered or does not return. If You have no formal proof of how much You paid for Your Pet, We will pay the Market Value or purchase price, whichever is less. If You did not pay for Your Pet We will pay the Market Value.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

#### We will not pay under Section 4 (applying to Theft or Straying):

 Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.

- Any amount if You or the person looking after Your Pet has freely parted with it, even if tricked into doing so, unless anyone was looking after or transporting Your Pet in return for money, goods or services.
- Any amount if a claim has not been submitted within one year of Your Pet being stolen or going missing, to the extent that We are prejudiced by the late notification of the claim.

### Section 5 – Advertising and Reward

Cover under this section applies in Australia and the Agreed Countries only

#### We will pay:

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

- 1. The cost of advertising, and
- 2. The reward You have advertised and paid, with Our prior agreement.
- If Your Pet is stolen or goes missing during Your Journey, We will also pay the cost of Your accommodation to stay and look for Your Pet if it has not been found or returned by the scheduled last date of Your Journey.

#### We will not pay under Section 5 (applying to Advertising and Reward):

- Any amount which exceeds the Maximum Benefit for all incidents covered under the relevant section or which will result in the Maximum Benefit being exceeded or all incidents during the Period of Insurance.
- More than \$100 towards sundries to make Your own posters and advertising material.
- 3. For any reward that  $\boldsymbol{We}$  have not agreed to before  $\boldsymbol{You}$  advertised it.
- 4. For any reward not supported by a signed receipt giving the full name, address and telephone number of the person who found **Your Pet**.
- 5. For any reward paid to:
  - a member of Your Family or any person living with You or employed by You, including any person travelling with You during Your Journey.
  - the person who was caring for Your Pet when it was lost or stolen.
  - the person who stole Your Pet or any person who is in collusion with the person who stole Your Pet.
- Any amount if a claim has not been submitted within one year of **Your Pet** going missing, to the extent that **We** are prejudiced by the late notification of the claim.
- 7. If Your Pet is stolen or goes missing during Your Journey:
  - More than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
  - Any amount if the cost of accommodation is at a property owned by You or Your Family.
- 8. Any amount unless **You** can demonstrate that the theft or loss was reported to the police or the shipping, or aircraft operator if the loss or theft happened while **You** were travelling with them.

## Special Conditions – (applying to Theft or Straying and Advertising and Reward as set out below):

- 1. You must immediately take all reasonable steps to find or recover Your Pet.
- 2. You must take the following steps:
  - a) As soon as reasonably possible after discovering **Your** dog or cat is stolen, **You** must take reasonable steps to tell the appropriate authority and obtain written confirmation of **Your** report. Depending on where **You** live the appropriate authority may be **Your** local Council or the police.
  - Tell all the Vets and local rescue centres within a reasonable distance of the area where Your dog or cat was last seen, within a reasonable time of Your Pet going missing; and
  - If Your dog or cat has not been found within thirty (30) days, fill in a claim form and return it to Us as soon as possible.
- 3. If Your Pet was lost or stolen while being transported by a shipping agent or aircraft, You must, as soon as reasonably possible, report the loss to the operator and obtain written confirmation of Your report. There are other actions You can take, which although are not requirements of this insurance, may help to improve the chances of Your Pet returning Home. This includes notifying all Vets, local rescue centres, distributing flyers, do a letterbox drop in the area Your Pet went missing and searching the local area; We are happy to share useful tips with You if You contact Us.

#### 4. For Advertising and Reward only:

- a) The Maximum Benefit covers the cost of both advertising and the reward. The full Maximum Benefit is available for You to use for advertising but the amount You can use for a reward is limited to 50% of the Maximum Benefit.
- You must obtain Our approval before advertising a reward; if not, the cost of the reward will not be covered by the Policy.
- You must provide Us with a receipt(s) for any amount which You are claiming for. Any costs not supported by a receipt will not be covered by Section 5 of the Policy.

#### 5. For Theft or Straying only:

- a) To submit a claim for Theft or Straying You must have advertised the loss of Your Pet for at least thirty (30) days and when You claim You must provide Us with evidence showing the advertising took place, the Pet's original Pedigree Certificate and purchase receipt from where You bought Your Pet, where applicable; We will not pay for this information.
- b) If Your Pet has not been found within thirty (30) days, please fill in a claim form and return it to Us as soon as possible.
- c) If the claim is paid the original pedigree certificate and purchase receipt will not be returned to **You**. At **Our** discretion, and if requested to do so, **You** may reclaim the original pedigree certificate and purchase receipt.
- d) If Your Pet is found or returns, You must repay the full amount We have paid You.
- e) If the loss or theft happened during Your Journey please also send Us the booking invoice for Your Journey or any other official documentation to show the dates of Your Journey. We will not pay for the provision of this information.

### Section 6 - Third Party Liability

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

Cover under this section applies in Australia only.

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

#### We will pay:

We will pay Your legal liability for payment of compensation in respect of:

- death, bodily Injury or Illness of another person, and/or
- physical loss of or damage to property
- occurring during the Period of Insurance and which is caused by an Accident caused by Your Pet.

#### We will pay Legal costs and expenses:

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

All **Accidents** of a series consequent upon or attributable to one source or original cause are treated by **Us** as one **Accident**. This cover applies in respect of an **Accident** occurring anywhere in **Australia**. The maximum amount **We** will pay for each claim under this **Section 6 – Third Party Liability** for Dogs covered is \$1,000,000 (Australian). Where permitted by law, this limit will be reduced by any amount paid under any other insurance **You** have with Us, that provides cover for the same liability, loss, **Accident**, occurrence or incident.

#### You must pay:

The first \$500 of each claim under this Section 6.

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

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- 2. Any amount in relation to Your legal liability for:
  - a) damage to Your property,
  - Bodily Injury to or death of any person who normally lives with You or is part of Your Immediate Family, or for damage to their property,

- Bodily Injury to Your employees or anyone who works for You, or for damage to their property,
- d) loss of or damage to property in the care, custody or control of **You**, a person who lives with **You** or a member of **Your Immediate Family**'s care, custody or control or the care, custody or control of **Your** employees or any person who normally lives with **You**.
- e) involving Your business trade or profession, or for events that happen where You work. This includes where You live, if You work from home and Your Pet has access to Your work area.
- f) Any costs and expenses for defending **You** which **We** have not agreed beforehand. Please contact **Us** to confirm approval before authorising any legal costs and expenses
- g) because of the terms of an agreement assumed with some other person (unless **You** would have been liable if the agreement did not exist),
- h) claims caused by, arising out of, or in any way connected with asbestos,
- i) claims caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion will not apply if such discharge, dispersal, release or escape is caused by an **Accident** which occurred during the **Period of Insurance** involving **Your Pet**.
- j) the prevention of such contamination or pollution,
- claims caused by, arising out of, or in any way connected with a) pregnancy, or
  - b) the transmission of disease
- claims caused by, arising out of or in any way connected with an **Accident**, if **You** have not followed the instructions or advice given to **You** by the previous owners of **Your Pet**, or the re-homing organisation or a qualified behaviourist about the behaviour of **Your Pet**.
- 5. where Your legal liability is covered or indemnified, in any way under any:
  - a) statutory or compulsory scheme, fund or insurance, or
  - b) compensation scheme or workers compensation policy of insurance, or c) industrial award, even if the amount recoverable is nil,
- 6. where **Your** legal liability is over that recoverable under any:
  - a) statutory or compulsory scheme, fund or insurance, or
  - Accident compensation scheme or workers compensation policy of insurance, or
  - c) industrial award.
- for any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties,
- If Your Pet is kept or lives on premises that sell alcohol, unless there is no access from the residential premises to the business premises,
- for an incident which takes place when **Your Pet** is in the care of a business or a
  professional and **You** are paying for their services. For example, this includes but
  is not limited to when **Your Pet** is in the care of a dog minder, a dog trainer, a
  dog sitter or at the grooming parlour or boarding kennel.
- if the Accident happens in an area or place where dogs are specifically prohibited, unless Your Pet escapes and enters the area outside of Your control.

#### Special Conditions - applying to Section 6 Third Party Liability:

- You must not admit responsibility, agree to pay any claim or negotiate with any person following an incident which may give rise to claim under section 6.
   If You do, We may reduce or refuse Your claim to the extent We are prejudiced.
- You must, as soon as possible, send Us any writ, summons or legal documents
  You receive and You or any other person on Your behalf must not respond to
  any of these documents.
- You agree to provide Us with any information connected with the claim We reasonably ask for including details of Your Pet's history.
- You agree to tell Us or help Us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- You must allow Us to take charge of Your claim and allow Us to prosecute in Your name any legal proceedings instituted for Our benefit.
- If more than one of the dogs insured under the **Policy** are involved in, or contribute towards, an **Accident** which is covered under Section 6 only one **Maximum Benefit** will apply to the **Accident** for all of the dogs. This means that if:

- a) The dogs involved all have the same Maximum Benefit; the most We will pay for the Accident is that Maximum Benefit. For example, if all of the dogs insured each have a Maximum Benefit of \$1million, We will pay no more than \$1million for the Accident.
- b) The dogs involved are covered under a Policy which has different Maximum Benefits; the most We will pay for the incident is the highest of the Maximum Benefits. For example if one dog has a Maximum Benefit of \$1 million, and another of \$2 million, We will pay no more than \$2 million for the incident.
- c) If the dogs involved (all owned by You, but some are uninsured) We will pay no more than a pro ratio portion for the insured dogs of the total amount of the claim, up to the Maximum Benefit.
- If a business or a professional is being paid to care for **Your Pet** in any way (for example, but not limited to a dog minder, a dog trainer, a dog walker or a groomer) it is **Your** responsibility to:
  - Make sure the business/person has the appropriate third party liability insurance cover, and
  - b) Tell them if Your Pet has any behavioural problems or requires any special handling so they are able to handle Your Pet in an appropriate manner.
- Third Party Liability cover will be governed by the law of the State or Territory
  where the Policy was arranged and whose courts will have jurisdiction in any
  dispute.

### **Section 7** – Boarding Fees

Cover under this section applies in **Australia** only. In this section '**You**' means **You** or **Your** husband, wife, civil partner or de facto partner.

#### We will pay:

We will pay the cost of boarding Your Pet at a licensed boarding kennel or cattery or \$15 a day towards the cost of someone who does not live with You (or is a co-owner of the Pet), looking after Your Pet while You are an inpatient in hospital for more than four (4) consecutive days during the Period of Insurance.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

#### We will not pay under Section 7 (applying to Boarding Fees):

- Any amount which exceeds the Maximum Benefit for the relevant section for all hospitalisations or which will result in the Maximum Benefit being exceeded.
- To the extent permitted by law, any amount if You are in hospital for less than four (4) consecutive days during each hospital stay.
- To the extent permitted by law resulting from You having to go into hospital because of a sickness, disease, disability, Injury or Illness that first occurred or manifested itself prior to or at the commencement of the Period of Insurance or was showing symptoms before Your Pet was covered.
- 4. If the person looking after **Your Pet** normally lives with **You** or is a member of **Your Family**, or is a Co-Owner of the **Pet**.
- 5. Resulting from **You** being pregnant, giving birth or any treatment that is not related to an **Injury** or **Illness**.
- Resulting from You having to go into a hospital for the treatment of alcoholism, drug abuse, drug addiction or a self- inflicted Injury, or cosmetic surgery or other forms of elective surgery.
- 7. Resulting from care in a Nursing **Home** or from convalescence care that
- 8. You do not receive in a hospital.
- If a claim under this section has not been submitted within one year of the stay in hospital, to the extent that **We** are prejudiced by the late notification of the claim.

### Section 8 - Holiday Cancellation

Cover under this section applies in Australia only.

#### We will pay:

- Travel and accommodation expenses for You and Your Immediate Family that You cannot recover if You have to cancel Your Journey during the Period of Insurance because Your Pet is suffering from an Injury or Illness and is too ill to travel with You.
- Any travel and accommodation expenses for You and Your Immediate Family, that You cannot recover if You have to cancel Your Journey during the Period of Insurance because Your Pet is Injured or shows the first Clinical Signs of an Illness up to seven (7) days before You leave and so needs immediate lifesaving surgery.
- Any travel and accommodation expenses for You and Your Immediate
   Family that You cannot recover if You have to cut short Your Journey during
   the Period of Insurance because Your Pet:
  - goes missing; or
    - is injured or shows the first Clinical Signs of an Illness while You are away and needs immediate lifesaving surgery.
- If Your Pet goes with You on the Journey during the Period of Insurance and is injured or shows the first Clinical Signs of an Illness during the Journey and has to return Home for Vet Treatment, which means You have to cut short Your holiday.

#### We will pay:

- the value of any unused travel and accommodation expenses that You and Your Immediate Family have paid for, and
- 2. any extra travel expenses to return Your Pet Home.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

#### We will not pay under Section 8 (applying to Holiday Cancellation):

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys undertaken during the Period of Insurance.
- 2. To the extent permitted by law, any amount or expenses resulting from:
  - a) A Pre-Existing Condition;
  - an Illness that first showed Clinical Signs before Your Pet's cover started; or
  - an Illness that is the same as, or has the same diagnosis or Clinical Signs as an Illness or Clinical Sign Your Pet had before cover started; or
  - an Injury or Illness that is caused by, relates to or results from an Illness or Clinical Signs Your Pet had before its cover started, no matter where the Injury, Illness or Clinical Signs occurred or happened in or on Your Pet's body.
- 3. To the extent permitted by law, any amount or expense resulting from:
  - a) an Illness which starts in the first 21 days of cover;
  - an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting; or,
  - an Illness that is the same as, or has the same diagnosis or Clinical Signs as an Illness or Clinical Signs Your Pet has before its cover started or within twenty-one (21) days of Your Pet's cover starting; or
  - d) an Illness that is caused by, relates to or results from an Illness or Clinical Sign that first occurred, or an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical Signs occurred or happen in or on Your Pet's body.
- Any amount payable for travel expenses to return Your Pet Home unless a Vet has certified Your Pet is too ill to continue to travel, or has to return Home for Treatment
- Any amount payable for travel expenses to return Your Pet Home unless a Vet
  has certified Your Pet is too ill to continue upon the Journey and has to return
  Home for Treatment.

- Any amount if Your Journey was made to get Veterinary Treatment or Alternative or Complementary Treatment outside of Australia.
- As permitted by law, any amount You can claim back from any travel or accommodation provider.
- 7. For the cost of food.
- 8. Any costs relating to a holiday **You** booked less than twenty-eight (28) days before **You** were due to leave .
- Any costs resulting from an Injury or Illness We have specified as excluded on Your Certificate of Insurance or generally not covered by these terms and conditions.
- 10. Any costs if a claim has not been submitted within one year of Your Journey being cancelled, to the extent that We are prejudiced by the late notification of the claim.

#### **Special Conditions – applying to claiming for Holiday Cancellation:**

- When claiming for a benefit under Section 8 Holiday Cancellation You must supply Us with:
  - a) the booking invoice and cancellation invoice from the travel agent, tour operator or other holiday sales organisation if You have cancelled or cut short Your Journey; and
  - b) Receipts for Your expenses if You are claiming for extra travelling expenses.
- The invoices must show the date of the booking, the dates of the Journey, the date You decided to cancel or return Home and any expenses You cannot recover.

We will not pay for the provision of this information.

### **Section 9 - Emergency Repatriation**

Cover under this section applies in Australia only

#### We will pay:

If **Your Pet** is injured or shows the first **Clinical Signs** of an **Illness** during **Your Journey** and cannot travel **Home** the same way it travelled to **Your** holiday destination **We** will pay the:

- 1. Extra costs to get Your Pet Home,
- 2. Cost of accommodation for **You** to stay after **Your** scheduled date of travel **Home** until **Your Pet** is well enough to travel, and
- If Your Pet dies, the costs of returning Your Pet's body Home or the cost of disposal, charged by the Vet where Your Pet dies.

#### We will not pay under Section 9 (applying to Emergency Repatriation):

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys during the Period of Insurance.
- 2. Any costs resulting from a Pre-Existing Condition.
- 3. Any costs resulting from an Illness which starts in the first twenty-one (21) days of cover.
- Any costs resulting from an **Injury** that happens or an **Illness** first showing Clinical Signs before the start of **Your Journey**.
- 5. Any costs that can be reclaimed from anywhere else.
- Any costs unless a Vet has certified Your Pet is too ill to travel Home the same way it travelled to Your holiday destination.
- Any amount if Your Journey was made to get Veterinary or Alternative or Complementary Treatment outside of Australia.
- 8. For more than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
- The cost of cremation or a coffin, casket or any other container for Your Pet's remains.
- 10. For the cost of food.
- 11. Any costs if a claim has not been submitted within one year of the date Your Pet returns Home, to the extent that We are prejudiced by the late notification of the claim.

# **Section 10** – Quarantine Expenses and Loss of Documents

Cover under this section applies in the Agreed Countries only.

#### We will pay:

If **Your Pet** is either unable to return to **Australia** or must be quarantined on return to **Australia** because of:

- 1. An Illness first showing Clinical Signs during Your Journey,
- 2. The failure of the microchip, or
- 3. The Importation Documents being lost or stolen.

#### We will pay:

- 1. The cost to keep Your Pet in quarantine,
- 2. The cost of getting duplicate Importation Documents,
- 3. The cost of temporary accommodation while getting the duplicate Importation Documents, and
- Extra costs to travel Home if the delay in getting duplicate Importation
  Documents has caused You to miss Your scheduled travel arrangements
  back to Your Home.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

## We will not pay under Section 10 (applying to Quarantine Expenses and Loss of Documents):

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys.
- 2. Any costs resulting from a Pre-Existing Condition.
- Any costs resulting from an Illness which starts in the first twenty-one (21) days of cover.
- 4. Any costs resulting from an **Injury** that happens or an **Illness** first showing **Clinical Signs** before the start of **Your Journey**.
- 5. Any costs that can be reclaimed from anywhere else.
- Any costs that result from the failure of any microchip that does not meet the Australian Standards AS 5019-2001.
- 7. Any costs that result from a microchip reader failing to read a microchip.
- 8. For more than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
- Any costs if a claim has not been submitted within one year of the date Your
   Pet returns Home, to the extent that We are prejudiced by the late notification
   of the claim.

## Special Conditions – applying to Travel Quarantine Expenses and Loss of Documents:

- When the importation documents are left unattended they must be kept in **Your** locked accommodation or in the locked boot, covered luggage area or glove compartment of a locked vehicle.
- If the importation documents are lost or stolen, as soon as reasonably possible after discovering them missing, You must report the incident to the police and obtain a police report. If the loss or theft occurred on a ship, aircraft, train or coach You must report the loss to the operator and obtain a report.

### **General Exclusions**

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

Your Certificate of Insurance	A <b>Condition</b> specifically excluded on <b>Your Certificate</b> of Insurance.	
Your Pet's age	Any <b>Pet</b> that is less than eight (8) weeks old at the commencement of cover.	
Your Pet's Use	Dogs used for security, guarding, track racing or coursing.	
Your Pet's breed	Any breed of dog that is banned by any Australian Government, Public or Local Authority or any dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/ Wolfdog or any wolf hybrid. (This list may be modified from time to time).	
Laws and regulations	<ul> <li>a. Any dog of Yours must be registered under the relevant legislation dealing with dangerous dogs, Dangerous Dog Act, or any further amendments to such legislation. Any dog declared as a dangerous dog by a Government authority.</li> <li>b. You breaking Australian laws or regulations, including those relating to animal health or importation regulations.</li> <li>c. Your Pet being confiscated, destroyed or having restrictions put on it by any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, including because it was worrying livestock.</li> <li>d. Any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, having put restrictions on Your Pet.</li> <li>e. Legal expenses, fines and penalties connected with or resulting from a criminal court case or an Act of Parliament.</li> </ul>	
Miscellaneous	<ul> <li>a. An act of force or violence for political, religious or ideological reasons war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.</li> <li>b. Radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.</li> <li>c. A disease transmitted from animals to humans.</li> </ul>	
When Your Pet is on a Journey in an Agreed Country	<ul> <li>a. You not following the conditions of AQIS Pet Importation Regulation.</li> <li>b. Any Journey You take Your Pet on against a Vet's advice.</li> <li>c. Any animal less than twelve (12) weeks old.</li> <li>d. A foreign government or public authority putting restrictions on Your Pet.</li> <li>e. Your Pet living permanently outside of Australia.</li> <li>f. An Illness that Your Pet contracted while outside Australia, or the Agreed Countries that it would not normally have contracted in Australia or the Agreed Countries.</li> </ul>	

#### Preventative or Routine Treatment

The cost of **Routine** or **Preventative Treatment** or care such as check-ups and procedures that are designed to prevent future **Illnesses** from occurring rather than treating existing **Illnesses**. These include, but are not limited to annual physical examinations and or check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention.

#### **Elective Treatment**

Cost of **Elective Treatment**, diagnostics or procedures including, but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or elective surgery including but not limited to dew-claw removal, prescription diet foods, and any **Treatment** not related to an **Injury**, **Illness**, or trauma. **Elective Treatment** that is beneficial to the **Pet** but is not essential for **Your Pet**'s survival or does not form part of a **Treatment** for an **Injury** or **Illness**.

#### **Care & Negligence**

The cost of treating any **Injury** or **Illness** or other bodily **Injury** or **Illness** caused by, arising out of, or in any way connected with a malicious act, deliberate **Injury** or bodily **Injury** or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You** or acting with **Your** express or implied consent.

#### **Pandemic Disease**

Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.

#### Vaccinations

Any dog for any of the following **Diseases** or associated **Illnesses** not being vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination) and parvovirus.

Any cat for any of the following **Diseases** or associated **Illnesses** not being vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and **Vets** recommend vaccination.

#### Reasonable Precautions

**Your** failure to take all reasonable precautions to protect **Your Pet** from or by aggravating or prolonging an **Injury** or **Illness. Your** failure to take all reasonable precautions to protect **Your Pet** from or by aggravating or prolonging an **Injury** or **Illness**.

#### **Your Legal Liability**

**Your Legal Liability** for payment of compensation in respect of:

- a. death, bodily Injury or Illness, and/or
- b. physical loss or damage to property,
- c. except to the extent You have such cover under Section 6 – Third Party Liability for dogs of this policy in relation to Your Dog.

#### Claiming

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

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

#### Notifying Us of a potential claim:

- In all cases, other than Veterinary Fees, Alternative or Complementary
  Treatment claims, You must let Us know of any circumstances which are likely
  to lead to a claim.
- For Third Party Liability You must let Us know of any incident that happens
  even if You don't believe a claim will be made against You at this time. Details
  of what You need to do if an incident happens can be found in 'Special
  Conditions applying to Third Party Liability point 1 and 2.'

#### Requesting a claim form:

- Most claim forms can be downloaded from Our website www.petplan.com.au/claims.
- Some proactive Veterinary Practices will also have a supply of Veterinary
  Fees claim forms and some will submit Your claim for You (providing You have
  completed Your section of the claim form).
- If You would like Us to send You a claim form please contact Us.

#### When to claim under Veterinary Fees and Complementary Treatment:

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

#### Fraud

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

- Intentionally provide Us with false information,
- Intentionally make a false or exaggerated claim with Us, or
- Make any claim with Us which involves Your dishonesty,

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

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

#### How to claim

Notify **Us** of a potential claim as soon as possible by:

- Downloading and completing a claim form from Our website: www.petplan.com.au/claims; or
- 2. Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by Your Vet) and We will pay the Veterinary Practice directly. You will need to pay Your Vet the applicable Excess(es) and any non-claimable items. Claims for Veterinary Fees and Complementary Treatment must be notified to Us no later than one year after the treatment date. We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.
- 3. Contact Us as soon as reasonably possible about any incident that happens involving Injury to a person, another animal or property even if You don't believe a claim will be made against You at the time. Call Us on 1300 738 225 Monday to Friday 8:30am 6pm, Saturday 9am 5pm. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim. Any writ, summons or legal documents received by You need to be sent to Us immediately. You must not respond to any of these documents.
- Please send Us the following supporting documentation related to Your claim or incident:

#### Veterinary Fees, Alternative or Complementary Treatment

- For both sections of cover, the Veterinary Practice must complete the relevant section of the claim form.
- Please send Us the legible, fully itemised invoices from the Veterinary Practice or Therapist (for Alternative or Complementary Treatment if the Therapist is not a Member of a Veterinary Practice) which show what You are claiming for. (Photocopies of fully itemised invoices are not acceptable).
- When You make the first claim for Your Pet, We will obtain its full clinical history. The full clinical history is a record of all visits Your Pet has made to a Vet and this information will be obtained from each Veterinary Practice Your Pet has attended.
- Claims for certain Conditions may also require additional information about Your Pet's full clinical history. We will advise You if We reasonably need this once We receive Your claim form.
- For Veterinary Fees, if the claim is for Treatment in an Agreed Country, You need to provide the booking invoice for Your Journey or any other official documents which show the dates of Your Journey.

#### Death from Injury, Death from Illness

#### Sendina Us:

- The death certificate from Your Vet,
  - The purchase receipt from when You bought Your
     Pot and
  - If Your Pet is a pedigree, the pedigree certificate.

#### Theft or Straying

#### Sending Us:

- Evidence of the advertising carried out to try and find Your Pet,
- The purchase receipt from when You bought Your Pet, and
- If **Your Pet** is a pedigree, the pedigree certificate.

#### Advertising and Reward

**You** must phone **Us** on 1300 738 225 and talk to **Our** Claims Supervisor, for the approval of any reward before **You** advertise it.

#### Please send Us:

- The fully itemised invoices and receipts to show the costs involved, including a receipt for any reward paid, and
  - If the loss or theft happened during **Your Journey**, the booking invoice or another official document to show the dates of **Your Journey** and
- If applicable the police or operator's report.

#### **Boarding Fees**

Arranging to have **Your** doctor/consultant and the owner of the boarding establishment (if one has been used, or pet sitter) must complete the relevant section(s) of the claim form.

#### Please send Us:

 The fully itemised invoice from the boarding establishment, Pet sitter or written confirmation from the person looking after Your Pet.

## Holiday Cancellation

#### Sending Us:

- The booking invoice and cancellation invoice from the holiday sales organisation. The invoices must show the date of the booking, the dates of the **Journey**, the total cost of the holiday, the date **You** decided to cancel or return **Home** and any ex
  - penses **You** cannot recover.
    The receipts for **Your** extra travel expenses.

#### Emergency Repatriation, Quarantine Expenses and Loss of Documents

#### Sending **Us**:

- The booking invoice or another official document showing the dates of Your Journey,
- The invoices and receipts to show the costs involved, and
- If applicable the police or operator's report.

#### Claims involving Your Pet being attacked by another Animal

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

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

#### Excess

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

#### **Fixed Excess**

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

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

#### **Age Contribution**

In addition to any Fixed Excess and Pet % Share Excess, an Age Contribution will apply in the following circumstances:

	Age of Pet	Age Contribution Loading
Dogs	8+ years	20%
	10+ years	35%
Select Breed Dogs	4+ years	20%
	7+ years	35%
Cats	8+ years	20%
	10+ years	35%

The Age Contribution is calculated against the amount You are claiming.

Example calculation:

If Your Pet is a dog aged nine (9) years old:

To	otal claimable amount	\$5,480
	ess <b>Age Contribution</b> loading 20% n revised claimable amount)	\$1,370
Re	evised claimable amount	\$6,850
Le	ess the Fixed <b>Excess</b>	\$150
CI	aimable <b>Veterinary Fees</b>	\$7,000
C		<b>*</b> 7.000

Your Pet is a cat aged nine (9) years old:

Claimable Veterinary Fees	\$7,000
Less the Fixed <b>Excess</b>	\$125
Revised claimable amount	\$6,875
Less <b>Age Contribution</b> 20% (on revised claimable amount)	\$1,375
Total claimable amount	\$5,500

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

#### **Changes to this Notice**

**We** keep  $\mathbf{Our}$  privacy notice under regular review. This notice was last updated on the  $20^{th}$  February 2017.

#### **Contacting Us**

If **You** have any questions relating to the processing of **Your** information, please contact **Us**:

Petplan Australasia Pty Ltd Customer Service Centre 1-3 Smolic Crt Tullamarine VIC 3043 Phone 1300 738 225

For information about the Insurer and HDI Global Specialty SE -Australia please visit <a href="https://www.hdi-specialty.com">www.hdi-specialty.com</a>

#### **Sanctions**

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

#### **Choice of Law and Jurisdiction**

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

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

#### **Service of Suit**

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

HDI Global Specialty SE -Australia Tower 1, Level 33 100 Barangagroo Ave Sydney NSW 2000

#### Language

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

# Pet Insurance Supplementary Product Disclosure Statement (SPDS)

Preparation Date: 25/11/2021

Important changes to your Pet Insurance Product Disclosure Statement and Policy document.

#### This SPDS:

- a) Makes the following changes to your current Pet Insurance Product Disclosure Statement and Policy Documents (PDS) and, where relevant, to any SPDS issued by us to you previously to the extent it has amended any of the following sections of the PDS. These changes apply from the effective date as shown on your schedule;
- b) Should be read together with your PDS and any previous SPDS issued by us to you. You should keep these documents in a safe place. Please contact us if you require a copy of any previous SPDS issued by is to you: and
- Is issued by HDI Global Specialty SE Australia ABN 58 129 395 544 AFS License number 458776, of Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000.

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

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit <a href="insurancecode.org.au">insurancecode.org.au</a>.

THIS PAGE IS INTENTIONALLY BLANK

THIS PAGE IS INTENTIONALLY BLANK

THIS PAGE IS INTENTIONALLY BLANK

## How to contact us

**BY TELEPHONE** 1300 738 225

BY EMAIL info@petplan.com.au

**IN WRITING** Petplan Australasia Pty Ltd

Customer Care 1-3 Smolic Court

Tullamarine VIC 3043

**WEBSITE** www.petplan.com.au

Voice Relay Users Contact 1300 557 727

and ask for 1300 738 225

TTY Relay Users Contact 133677

and ask for 1300 738 225

SMS Relay Users Contact 0423 677 767

#### Administrator

**Petplan** Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663 is the sole Administrator of the **Policy** acting on behalf of the **Insurer**.

Petplan® is a registered trademark, and Products sold under this trademark in **Australia** are sold exclusively by **Petplan** Australasia Pty Ltd under Licence from Pet Plan Limited.

#### **Head Office**

1-3 Smolic Crt, Tullamarine VIC, 3043 Ph: 1300 738 225 info@petplan.com.au www.petplan.com.au

#### The Insurer

HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS License number 458776) (HDI Global Specialty) with its registered address at Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000.

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

HDI Global Specialty SE is registered in Germany, with its registered office at Roderbruchstraße 26, 30655 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin").

It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

