

Vets Choice Elite Insurance for Pets

Product Disclosure Statement and Policy

Making a sensible choice that's right for your pet

Vets Choice is a pet insurance product designed by vets for pets, and is backed by a 20-year partnership between Guild Insurance and the Australian Veterinary Association (AVA). When your pet's insured by Guild Insurance, you have the confidence knowing you're insured with a leading Australian insurer who's worked alongside the veterinary profession for over 30 years.

This policy-booklet details everything you need to know about what's covered under this Policy, and any exclusions or limitations that apply.

Please read it carefully and keep it in a safe place.

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Making a Claim

Claiming is Easy

If something happens that affects Your Pet:

- > visit Our website at: vetschoice.net.au; or
- > call Us on **1800 999 738**

We can be notified of a claim anytime, 24 hours a day, 7 days a week.

You should report to Us any incident You feel might give rise to a claim as soon as possible. Your Vet may be able to assist You to submit a claim at the time of Your Vet visit.

When You make a claim, We will tell You what You need to do to help Us manage Your claim.

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

Supporting Information

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

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

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

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

When an invoice from Your Vet includes costs for multiple Treatments We may seek information from Your Vet to clarify the type and number of conditions Treated to determine if multiple claims are required and calculate the amount Covered under Your Policy.

When We Finalise Your Claim

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

Claims Involving Your Pet Being Injured by a Third Party

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

- > circumstances of the incident;

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

Pet Owners' Liability

If any incident occurs involving Your Pet and injury to a person or another animal or damage to the property of a third party:

- > contact Us as soon as possible to let Us know, even if You don't believe a Claim will be made against You at this time;
- > do not admit responsibility or agree to pay or negotiate with anyone to pay any Claim or compensation;
- > any writ, summons or legal documents received by You need to be sent to Us immediately. You should not respond to any of these documents; if the incident is Covered by Your Policy We will do that for You. If the incident is not Covered by Your Policy We will discuss with You the steps You should take to deal with those documents.

Introduction and Product Disclosure Statement

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

Applying for Cover with Us

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

You must ensure the information provided to Us is accurate and that You have complied with Your duty of disclosure. We have relied on Your Application to decide whether to issue this Policy and, if We do so or have, the terms and conditions upon which We do/did so.

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

Your Policy

Your Policy consists of:

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

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

This policy-booklet consists of:

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

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

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

We will also provide You with a new Schedule at each renewal of Your Policy Cover.

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

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

Your Policy Renewal

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

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

We will also provide You with a copy of the addendum to Your Schedule from either the commencement of this Policy or from the last renewal of this Policy, whichever is the later.

We will ask You to check the information contained in the addendum to make sure the information which You have previously provided to Us, and which We have relied upon to provide Cover to You, has not changed.

You will be asked to advise Us of any changes to the information contained in the addendum. It is important that You advise Us of any changes to that information as We will rely on that information to offer You renewal of this Policy.

Your failure to advise Us of any change to the information contained in any addendum may breach Your duty of disclosure to Us and may subsequently affect the Cover under this Policy in a significant way.

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

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

Introduction and Product Disclosure Statement

Our Commitment to You

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

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

We will do so by:

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

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

Despite Our best intentions, sometimes We get it wrong.

When You think We have got it wrong, if You want to question one of Our decisions, or if You have a complaint about how We have handled Your Policy or Claim, We want You to tell Us.

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

Complaints and Disputes Resolution

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

In some cases We may need additional information or opinion. For example, when Your complaint relates to an injury or illness suffered by Your Pet, if We and You cannot agree on a resolution the issue might be resolved by the engagement of a mutually agreed independent Veterinary Consultant. If We both agree to taking that course of action We would meet the cost of doing so.

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

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

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

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

AFCA's contact details are:

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

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

Cooling-off Period

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

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

General Insurance Code of Practice

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

The objectives of the Code are:

- > to commit us to high standards of service;
- > to promote better, more informed relations between us and you;
- > to maintain and promote trust and confidence in the general insurance industry;
- > to provide fair and effective mechanisms for resolving complaints you make about us; and
- > to promote continuous improvement of the general insurance industry through education and training.

Please contact Us if You would like further information about the Code. Alternatively, You can view and obtain a copy of the Code at codeofpractice.com.au

Introduction and Product Disclosure Statement

How We Calculate Your Premium

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

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

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

Significant Features and Benefits

Vets Choice Insurance is designed to help Pet owners manage the unexpected financial risks associated with ownership of their family Pet.

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

Your Policy Covers have been selected in consultation with practising Australian Vets to provide protection against large and unexpected Treatment costs.

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

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

Summary	
Accidental Injury	Where Your Pet sustains an Accidental Injury Covered under Part A of this Policy You are Covered for the cost of Vet Fees for Treatments provided by Your Vet during the Period of Cover.
Illness	Where Your Pet develops an Illness Covered in the Policy under Part B, You are Covered for the cost of Vet Fees for Treatments provided by Your Vet during the Period of Cover.
Pet Owners' Liability	Covers You for Your legal liability for damage to someone else's property or bodily injury of another person for which You are legally liable as the owner of Your Pet.
Essential Euthanasia	We will pay the Vet costs to euthanise Your Pet if a Vet decides it is essential due to an Accidental Injury or an Illness Covered under this Policy.

Introduction and Product Disclosure Statement

Summary	
Preventable Conditions Extension (Additional)	<p>We will pay for approved Vet Fees for Treatment in the event that:</p> <ul style="list-style-type: none"> > Your Pet was vaccinated against one of the illnesses listed in the Preventable Conditions Extension, and that vaccination failed to prevent Your Pet from contracting the illness; or > Your Pet was de-sexed and subsequently developed Pyometra.
Dental (Optional)	If You choose to take the optional Dental benefit, We will pay for approved Vet costs for the Treatment of specified dental conditions up to the applicable annual sub-limit.
Dental Plus (Optional)	If You choose to take the optional Dental Plus benefit, We will pay for approved Vet costs for certain preventative dental Treatments up to the applicable annual sub-limit. You don't need to pay any Excess for these benefits and no Waiting Period applies.
Cruciate Ligament Extension (Optional)	If You choose to take the optional Cruciate Ligament Extension, We will increase the sub-limit provided for cruciate ligament related conditions under Part B – Illness by \$2,000 to a total of \$5,300 for each Pet in any one Period of Cover.
Waiting Periods	<p>Waiting Periods apply to most claims under this Policy. We do not pay for claims that arise before Your Cover. Any conditions arising during the Waiting Period will not be eligible for Cover.</p> <p>Waiting Periods are shown on Your Schedule.</p>
Excess	An Excess will apply to most claims made under Your Policy. Your Excess is shown on Your Schedule.
Benefit Limit	<p>We pay up to \$15,000 for all claims in total per Pet in any one Period of Cover. If the limit is reached, We will not make any more payments until Your Policy is renewed. When Your Policy is renewed the limit will be available again for Treatment provided in the new Period of Cover.</p> <p>We will never pay more than the Benefit Limit in any one Period of Cover.</p>
Limit of Liability for Pet Owners' Liability	<p>Claims under Part C – Pet Owners' Liability are subject to a separate Limit of Liability as shown on Your Schedule and described under Part C of this Policy Wording.</p> <p>In any one Period of Cover We will pay up to \$100,000 for all claims in total.</p>
Sub-Limits	<p>In any one Period of Cover We limit the total amount We will pay for claims for the following conditions, Treatments or types of Accidental Injury or illness for each Pet:</p> <ul style="list-style-type: none"> > Cruciate Ligament – \$3,300 (unless the optional Cruciate Ligament Extension is shown on Your Schedule); > Tick Paralysis – \$2,500; > Ingesting Foreign Objects – a maximum of one incident per Pet; > Essential Euthanasia – \$500.
Sub-Limits Chronic Conditions	<p>For the conditions noted below We will pay for the initial investigation and diagnosis, any further Treatment post diagnosis will be limited in any one Period of Cover for each Pet to the following amounts:</p> <ul style="list-style-type: none"> > Arthritis – \$1,000; > Diabetes – \$1,000; > Epilepsy – \$1,000; > Skin Conditions – \$1,000; > Heart Conditions – \$1,000; > Ear Conditions – \$1,000; and > Gastrointestinal Conditions – \$1,000.
Multi Pet Discount	You may receive a discount where multiple Pets are included on Your Policy.
Healthy Pet Discount	We recognise that healthy Pets deserve recognition and may adjust Your Premium on renewal to reflect claims made against Your Policy.

Introduction and Product Disclosure Statement

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

Introduction and Product Disclosure Statement

Your Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- > the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- > the collection from, and/or disclosure of, Your personal information to a third party which may include the Vet that referred You to Guild Insurance, any other Vet who has provided Treatment to Your Pet and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy, financial product or a claim under this Policy;
- > the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- > the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You may access personal information We hold about You by contacting Us.

If You would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at guildinsurance.com.au/privacy-policy. Alternatively, You can write to Us at Locked Bag 32010 Collins Street East VIC 8003 or contact Us during office hours and We will arrange for a copy of the privacy policy to be provided to You.

Your Duty of Disclosure

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

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

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

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

If You Do Not Tell Us Something

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

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

Important Information

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

Alteration of Risk

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

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

- > a change to Your Home address or the address where Your Pet normally lives if Your Pet no longer lives with You at Your Home;
- > the ownership of Your Pet;
- > Your dog being declared a dangerous dog, a menacing dog or other similar declaration;
- > any restrictions being placed on Your dog; or
- > Your Pet being de-sexed.

You should refer to the general exclusions of this Policy to understand what We do not Cover in respect of dangerous dogs.

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

When We receive Your notification of a change We may:

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

Commencement of Cover and Cover Limitations

Commencement of Cover

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

Your Policy commencement date is shown on Your Schedule.

Cover Limitations

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

In particular:

The Cover under:

Part A – Accidental Injury; and

Part B – Illness:

will not Cover You for every accident or illness Your Pet has.

Part A – Accidental Injury

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

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

Part B – Illness

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

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

Alternative or Complementary Treatment

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

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

Costs Incurred After the Period of Cover Expires

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

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

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

Important Information

Your Cover – Benefit Limit

The Benefit Limit shown on Your Schedule represents the maximum amount You are Covered for in respect to all the claims you make in any one Period of Cover per Pet; but not including any claims for Pet Owners' Liability. Any costs You incur above the Benefit Limit for Treatment of that same Pet during the same Period of Cover will not be Covered.

For example:

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

Your full Benefit Limit will apply again when You renew Your Policy.

Your Cover – Sub-Limits

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

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

For example:

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

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

Your Cover – Part C – Pet Owners' Liability

Your Cover under Part C – Pet Owners' Liability is limited to:

- > Claims arising from an Occurrence happening in Australia only;
- > a separate Limit of Liability as shown on Your Schedule; and
 - > is inclusive of Defence Costs in relation to any Claim;
 - > is the maximum amount We will pay in respect of all Claims in total under that Part in any one Period of Cover.

Excess

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

We will deduct the amount of any Excess from Your claim before applying Your Benefit Limit or Sub-limit.

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

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

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

Financial Support for Associations, Your Veterinarian and Charity

We pay interested parties and Our referral Partners up to 10% (ten per-cent) of Your Premium before government charges, in total no more than 18% (eighteen per-cent).

These relationships include:

- > the Australian Veterinary Association (AVA) where Our support may include financial assistance for:
 - > sponsorship;
 - > research and development;
 - > marketing assistance;
- and
- > Your referring Veterinarian; and/or
 - > charity and animal welfare organisations.

If You require further information about our agreement with the AVA, Your Vet or the charity, please contact Us.

Interests of Other Parties

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

Lifetime Care – Renewal Guarantee

Your Pet has lifetime care renewal guarantee under Guild's Vets Choice Insurance Policy.

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

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

Pre-existing Conditions

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

Important Information

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

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

What is a Pre-existing Condition?

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

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

Example 1:

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

Example 2:

- > Your Pet suffers from an existing arthritis condition in its knees prior to Cover under this Policy commencing or during the Waiting Period. If later, after the Waiting Period, the same arthritis condition spreads to Your Pets back, this will be considered to be a continuation of the original (pre-existing) arthritis condition and will not be Covered.

Example 3:

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

What is a Related condition?

A Related condition:

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

as another condition.

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

Example 4:

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

What is a Bilateral condition?

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

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

Example 5:

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

Cured Pre-existing Condition

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

Example 6:

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

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

Chronic and Degenerative Conditions

Chronic and degenerative conditions will not be covered under Your Vets Choice policy unless they occurred after You joined Vets Choice. Arthritis, diabetes, epilepsy, and joint or ligament deterioration are examples of chronic and degenerative conditions.

However, We will provide Cover for any congenital defect or health abnormality present in Your Pet as a part of Your Pet's normal state of health provided:

- > You or Your Vet were not aware of; and
- > You could not reasonably have known of;

the defect or abnormality at the time Cover commenced under this Policy.

Important Information

Premiums

Your Premium will be subject to the inclusion of:

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

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

Premium Payments by Instalments

When You pay Your Premium by instalments, then:

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

Treatment Provided Outside of Australia or Liability occurring Outside of Australia

There is no Cover under this Policy for:

- > Treatment to Your Pet where the Treatment is provided outside of Australia; or
- > liability occurring outside of Australia.

Waiting Periods

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

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

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

Generally, Waiting Periods are twenty-one (21) days for most Accidental Injuries or Illnesses.

For some Accidental Injuries We waive the Waiting Period completely.

For a cruciate ligament condition the Waiting Period is six (6) months.

Waiver of Rights and Our Right to Recovery

Waiver of Rights

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

Where We do waive Our rights to subrogation that waiver will be stated in any relevant Part of this Policy. You should refer to the Policy wording for those Parts where such a waiver applies.

Preventing Our Right to Recovery

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

How We Settle Your Claim

Part A – Accident and Part B – Illness Cover

We pay 100% of approved claim costs, less any relevant Excess, up to the annual limit for most claims under Your Policy. The Benefit Limit of \$15,000 is the maximum We will pay for each Pet in the Period of Cover, but not including claims made under Part C – Pet Owners' Liability.

Example 1:

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

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

We will pay You: **\$1,000**

and You will still have **\$14,000** of Your Benefit Limit available for any future claims in that same Period of Cover.

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

Example 2:

If, after deducting Your Excess, Your claim costs equate to: **\$4,500**

and the claim is subject to a \$2,500 sub-limit: **Maximum \$2,500**

then We will pay You: **\$2,500**

You would not be able to make any further claims of the same type for Treatment within that same Period of Cover as the sub-limit has been exhausted.

Part C – Pet Owners' Liability Cover

Claims in respect of Pet Owners' Liability are treated in a similar manner to Accidental Injury and Illness. The main differences are:

- > Defence Costs are included in the Limit of Liability and are taken into account when arriving at the total cost of the Claim; and
- > the maximum amount that can be paid by Us in any one Period of Cover is \$100,000 for all Claims in that same Period of Cover.

What We pay for

Your claim is based on factors such as the following:

- > whether Your Policy provides cover for the injury, illness or Treatment Your Pet receives;
- > whether the Vet Fees incurred were required and are reasonable as assessed by Us;

- > whether any Excess applies;
- > whether any sub-limit applies;
- > the Benefit Limit that applies; and
- > exclusions, general conditions and general claims conditions that apply to Your Cover.

In addition, for any Claims under Part C – Pet Owners' Liability:

- > whether Your Policy covers the allegation of liability made against You; and
- > the Limit of Liability that applies.

Claim Payments

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

Payments You Make to Your Vet, Veterinary Practice or other service provider

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

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

Payments We Make to Your Vet, Veterinary Practice or other service provider

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

Your Policy Excess

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

Your Policy

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

Our Agreement with You

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

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

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

Definitions, Exclusions, General Conditions and Claims Conditions

The following:

- > general exclusions;
- > general conditions;
- > general claims conditions; and
- > general definitions; will apply to this Policy in addition to the more specific definitions, exclusions or conditions appearing in any Part of this Policy.

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

Grammatical Forms

A number of the defined words or terms in this Policy have different grammatical forms. The meaning given to them in their definition applies specifically to one of their grammatical forms but their other grammatical forms have a corresponding meaning.

Headings

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

Singular and Plural Words

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

Your Cover

Part A – Accidental Injury

What is Covered

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

Cover is for Treatment provided:

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

Provided that:

We will not treat the following as an Accidental Injury no matter how the condition arose or otherwise came into existence:

- > a rupture or strain of one or both cruciate ligaments;
- > degenerative joint disease;
- > elbow dysplasia, hip dysplasia or hyperextending hocks; or
- > luxating patella.

These conditions will only be Covered (where eligible) under Part B – Illness Cover.

Waiting Period

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

Table 1 – Waiting Period for Accidental Injuries

Accidental Injury	Waiting Period
Anaphylactic shock	Nil
Burn or Electrocutation	Nil
Motor Vehicle Accident	Nil
Snake bite toxicity	Nil
All Other Accidental Injuries	21 days

Sub-Limit of Cover

Tick Paralysis

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

Ingestion of a Foreign Object

In respect of any claim under Part A – Accidental Injury, We will only pay for one (1) incident of the ingestion of a foreign object for each Pet named on the Schedule during any one Period of Cover.

What is Not Covered

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

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

Excess

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

Your Cover

Part B – Illness

What is Covered

We will Cover You for the costs incurred for the Treatment Your Pet receives up to Your Benefit Limit in respect of an Illness where it is provided:

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

Waiting Period

A Waiting Period will apply to any claims under this Part B as stated in Table 1.

Table 1 – Waiting Periods by Illness

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

Sub-Limits of Cover

Chronic Conditions

In respect of those chronic conditions listed in Table 2 We will Cover You for the cost of the investigation and diagnosis of the Illness up to your Benefit Limit.

For Treatment after diagnosis of these conditions, the most we will pay during any one Period of Cover is the sub-limit stated in Table 2 for each condition.

Table 2 – Treatment Sub-Limits for Chronic Conditions

Illness	Treatment Sub-Limit
Arthritis	\$1,000
Diabetes	\$1,000
Epilepsy	\$1,000
Skin Conditions	\$1,000
Heart Conditions	\$1,000
Ear Conditions	\$1,000
Gastrointestinal Conditions	\$1,000

Cruciate Ligaments

In respect of any claim under Part B – Illness, the most We will pay in total for all cruciate ligament related conditions is \$3,300 for each Pet named on the Schedule during any one Period of Cover.

What is Not Covered

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

- > any Pre-existing Condition, including any condition that is Related or Bilateral to a Pre-existing Condition; or
- > Treatment of the following, unless Cover is provided under Additional Benefit – Preventable Conditions Extension:
 - a. for dogs: infectious canine hepatitis (canine adenovirus), parvovirus, canine distemper, parainfluenza; pyometra; and all forms of kennel cough;
 - b. for cats: panleukopaenia, chlamydia, leukaemia (FeLV) and Feline Infectious Peritonitis (FIP), viral rhinotracheitis, calicivirus, herpes virus; pyometra; and all forms of cat flu; or
- > any of the matters referred to in the general exclusions of this Policy.

Excess

For each Illness that is Treated You must pay the Excess shown on Your Schedule.

Your Cover

Part C – Pet Owners' Liability

What is Covered

Your Liability to Third Parties

We will Cover You for any Claim in respect of Your legal liability to pay compensation for:

- > Bodily Injury; or
- > Property Damage;

arising out of the ownership and/or possession of Your Pet named on Your Schedule;

- a. happening during the Period of Cover; and
- b. caused by an Occurrence happening within Australia.

Defence Costs

Where We agree to provide Cover to You for a Claim under this Part We will also pay the following amounts in respect of that Claim:

- a. all Defence Costs incurred by You;
- b. all legal costs awarded against You including any interest in respect of a legal judgment;
- c. all reasonable expenses necessarily incurred by You for rendering first aid to others at the time of Bodily Injury but excluding medical expenses We are prohibited by law from paying; and
- d. all reasonable legal costs incurred by You for Your representation in any coroner's court or court of summary jurisdiction:

Provided that:

- i. all such costs in a. to d. above are included in the Limit of Liability for Part C – Pet Owners' Liability; and
- ii. We shall not pay any legal costs that You incur without Our prior written consent.

What is Not Covered

We will not Cover You under this Part C in respect of any liability directly or indirectly arising out of or in any way connected with any of the matters referred to in the general exclusions of this Policy.

Limit of Liability

Our maximum liability in respect of:

- a. any one Claim; and
- b. for all Claims in total during the Period of Cover;

will be limited to an amount not exceeding the Limit of Liability amount shown on Your Schedule for Part C – Pet Owners' Liability in respect of any one Period of Cover:

Provided that:

- i. the Limit of Liability will not be increased when more than one Pet named on Your Schedule is involved in or contributes to an Occurrence in any manner at all; and
- ii. The Limit of Liability under Part C – Pet Owners' Liability is inclusive of Defence Costs:

Provided further that:

- iii. We will not be liable to defend or to continue to defend any Claim or pay or continue to pay any Defence Costs associated with such defence once the Limit of Liability amount has been exhausted;
- iv. if a payment exceeding the Limit of Liability has to be made to settle or dispose of a Claim Our liability to pay any amounts under Defence Costs will be limited to that proportion of the total of those Defence Cost amounts as the Limit of Liability bears to the total amount paid to dispose of the Claim; and
- v. the Limit of Liability amount will not be reduced by the Excess payable by You.

Your Cover

Part D – Additional Benefits

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

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

Essential Euthanasia

We will Cover You for the cost of:

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

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

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

Sub-Limit of Cover

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

Excess

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

Preventable Conditions Extension

Where Your Pet has received all relevant vaccinations and boosters in line with Your Vets recommended guidelines and timeframes, and that vaccination fails to prevent Your Pet from contracting the illness, Cover under Part B – Illness will be extended to include:

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

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

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

It is a condition of this Additional Benefit that, if requested by Us, You:

- > provide evidence in the form of a signed veterinary certificate or vet vaccination history showing Your Pet has been fully vaccinated as Your Vet would normally recommend for the condition Your claim relates to; and
- > written confirmation from a Vet confirming that Your Pet has been de-sexed.

Your Cover

Part E – Optional Benefits

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

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

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

Dental

What is Covered

If You choose this benefit, We will Cover You for the cost of Vet Fees incurred for the Treatment Your Pet receives up to the specified sub-limit in respect of a dental injury or illness listed below.

Cover is for Treatment that is provided:

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

Dental Injuries and Illnesses Covered

Cover is for the Treatment of:

- a. Gingivitis;
- b. Abscesses;
- c. Restoration or removal of canine and carnassial teeth, or removal only of any other teeth, where medically necessary due to:
 - > tooth fracture;
 - > cavities;
 - > dental disease arising from infection; or
 - > tooth resorption, where there are no previous clinical signs or history of tooth resorption for Your Pet prior to commencement of Cover.

Waiting Period

A Waiting Period of six (6) months will apply to all claims under this optional benefit.

What is Not Covered

We will not Cover You under this optional benefit for, directly or indirectly arising out of or in any way connected with:

- > any dental illness Treatment unless Your Pet has been insured under this Policy for at least six (6) months and during this period Your Pet has not shown signs of or been Treated for any dental illness;

- > any dental illness Treatment unless there is a history of annual dental check-ups by a Vet and the application of any dental care advice by Your Vet;
- > orthodontic Treatment, crowns, or root canals unless it is medically necessary on the advice of Your Vet for canine or carnassial teeth;
- > cosmetic dental surgery or corrective Treatment;
- > Elective Treatments or any Treatments not deemed as medically necessary by Your Vet for the ongoing health of Your Pet; or
- > any Treatment or tooth extraction in relation to tooth resorption where there is any history of tooth resorption prior to the inception of Cover under this Policy.

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

Sub-Limits of Cover

In respect of any claim under this optional benefit the most We will pay is \$800 for each Pet named on Your Schedule in respect of all claims during any one Period of Cover.

Excess

For each claim made during the Period of Cover You must pay the Excess shown on Your Schedule.

Dental Plus

What is Covered

If you choose this benefit, We will contribute to the cost of certain preventative dental care for Your Pet up to the sub-limit specified below.

Preventative Care Covered

- > dental check-ups;
- > teeth clean and polish;
- > preventative items accepted by the Veterinary Oral Health Council (VOHC) when purchased from Your Vet, including:
 - > dental diets
 - > bites, chews and treats
 - > water additive, oral gel, spray or toothpaste
 - > toothbrushes and wipes
 - > professional teeth sealant

Your Cover

Part E – Optional Benefits

Waiting Period

No Waiting Period applies to claims under this optional benefit.

What is Not Covered

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

Sub-Limits of Cover

In respect of any claim under this optional benefit the most We will pay is \$350 for each Pet named on Your Schedule in respect of all claims during any one Period of Cover.

Excess

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

Cancellation

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

- > if You cancel this Cover and We have not paid a claim, We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- > if You cancel this Cover for any reason (except if Your Pet dies) after We have paid a claim under this Cover, We will not refund any Premium You have already paid and You must pay any Premium for the remaining Period of Cover. If You pay Your Premium in instalments, then You are required to pay Us the instalments for the remaining Period of Cover.

Cruciate Ligament Extension

What is Covered

If You choose this benefit, We will increase the sub-limit provided for cruciate ligament related conditions under Part B – Illness by \$2,000.

Waiting Period

A Waiting Period of six (6) months will apply to all claims under this optional benefit.

Your Cover Policy Limits

Benefit Limit

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

- > for each Pet named on Your Schedule;
- > after the application of any Excess;
- > but not including any Claim made under Part C – Pet Owners' Liability;

as shown on Your Schedule.

If Your Benefit Limit is reached in any Period of Cover, We will not make any more payments until Your Policy is renewed. Once renewed Your Benefit Limit will be available to use again for Treatments provided during the new period of cover.

Sub-Limits

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

Limit of Liability – Pet Owners' Liability

Pet Owners' Liability Claims are subject to a separate Limit of Liability as shown on Your Schedule and described in Part C of this policy-booklet.

General Exclusions

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

There are additional general exclusions which only apply to specific sections of this Policy.

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

All Parts of Your Policy

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

Alternative or Complementary Treatments

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

Ancillary Costs

- a. **Accessories Costs**
the cost of any accessories including but not limited to pill poppers, cage hire, crates, bedding or collars.
- b. **Ambulance and/or Hospital Costs**
the cost of ambulance fees, hospitalisation and any associated Treatment, unless Your Vet confirms it is essential Treatment.
- c. **Food Costs**
the cost of any food, including food prescribed by a Vet, unless it is:
 - > used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months and in respect of which a diagnostic test must be carried out to confirm the presence of the stones/crystals; or
 - > liquid food, used for up to five (5) days while Your Pet is hospitalised at a Veterinary Practice providing the Vet confirms the use of the liquid food is essential to keep Your Pet alive.
- d. **Medicine Costs**
 - > the cost of any medicines that have not been approved by the Australian Pesticides and Veterinary Medicines Authority (APVMA) or where there is no evidence to support the usage of this medicine for this condition; or
 - > the cost of any bulk purchase of medicines that can't be used in full within 30 days after the end of the current Period of Cover.

- e. **Prescription Costs**
the cost for Your Vet to write a prescription or the charging of a dispensing fee.

Business, Occupation, Profession or Trade

- a. Your Pet being used as a commercial part of the activities of Your business, occupation, profession or trade;
- b. Your Pet being temporarily kept or permanently living on premises that sell alcohol unless there is no access from the residential premises to the business premises; or
- c. any dog used for commercial or business purposes including but not limited to:
 - > breeding;
 - > guarding;
 - > hunting;
 - > law enforcement;
 - > organised fighting; or
 - > racing;

Provided that:

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

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

Consequential Loss

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

Costs Incurred After the Period of Cover has Expired

costs incurred after the Period of Cover has expired unless You have renewed your Policy with Us.

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

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

- a. You or Your Vet were aware of, or
 - b. You should reasonably have been aware of;
- that occurred or existed:

General Exclusions

- i. before Your Pet's Cover under this Policy first commenced; or
- ii. before the completion of any Waiting Period stated in Your Policy or on Your Schedule.

Death of Your Pet

costs incurred for:

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

Dental Care, Injuries or Disease

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

These conditions may only be covered where You have chosen to include the Dental or Dental Plus optional benefits and it is/they are shown on Your Schedule.

Elective Treatment

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

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

any actual or alleged:

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

Injuries or Illnesses Excluded from Cover

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

Medical History

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

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

Mistreatment of Your Pet

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

Pandemic Disease

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

Pre-existing Condition

any:

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

Treatment Costs

in respect of:

- a. **After-hours consultations and/or Treatment**
the extra costs for consultation or Treating Your Pet outside usual surgery hours unless the Vet confirms an emergency consultation or Treatment was essential;
- b. **Bathing and Grooming**
the cost of bathing, grooming, clipping or de-matting Your Pet, other than bathing when a substance is being used for the Treatment of Your Pet which, according to manufacturer's guidelines, can only be administered by a Member of a Veterinary Practice;
- c. **Behavioural Issues**
behavioural problems regardless of the cause (including but not limited to anxiety disorders, phobias or chemical imbalance);
- d. **Breeding, Pregnancy and Birth**
any Treatment in connection with breeding, pregnancy or giving birth, or in connection with false pregnancy;

General Exclusions

e. House calls/visits

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

f. Inconclusive Diagnosis

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

g. Late Submission of Claim

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

h. Outside of Australia

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

i. Other Treatment Costs

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

j. Parasites

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

k. Preventative Treatments

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

l. Prosthesis Costs

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

m. Transplant and/or Stem Cell Treatment

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

Part C – Pet Owners' Liability

This Policy does not Cover and We will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with:

Bodily Injury – Family Members and Employees

Bodily Injury to any person who:

- a. is a member of Your Family; or
- b. is an Employee of Yours when the Bodily Injury arises out of or in the course of their employment with You.

Contractual Liability

liability assumed under any:

- a. contract;
- b. warranty;
- c. guarantee;
- d. indemnity; or
- e. agreement;

unless such liability would have attached to You regardless of the existence of any of those assumed liabilities.

Dangerous Dogs

any dog that is:

- a. a breed, or is crossed with any breed of dog that is banned or otherwise restricted; or
- b. declared as a dangerous dog by any council, municipality or other body, authorised by law to make such a declaration; or
- c. required to be registered as a dangerous or menacing dog by any legislation or regulation dealing with the ownership of domestic animals such as Domestic Animals Act (Vic) 1994 or an equivalent or similar legislation in any other Australian State or Territory or similarly intended legislation including any subsequent amendments to such legislation.

Fines and Penalties or Liquidated, Punitive, Exemplary or Aggravated Damages

- a. fines and/or penalties including but not limited to fines, penalties or legal expenses in connection with or resulting from any criminal or other legal proceedings or Act of Parliament or the requirements of any government or any public, local, municipal or statutory authority;

General Exclusions

- b. liquidated damages, punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages; or
- c. non-compensatory damages or taxes.

Jurisdiction for Third Party Claims

- a. any Claim, action or matter brought in a court outside of Australia;
- b. any Claim, action or matter brought in a court within Australia to enforce a judgment handed down by a court outside of Australia; or
- c. any Claim, action or matter where You have agreed to submit to the legal jurisdiction of a court outside of Australia.

Lawful Seizure or Restriction

any costs incurred in respect of:

- a. the lawful seizure, confiscation or destruction of Your Pet by or under the orders of any government, public authority or local or municipal authority or statutory authority; or
- b. any lawful restriction imposed on Your Pet by any government, public authority or local or municipal authority or statutory authority but only to the extent of such restriction.

Occurrences Outside of Australia

any Claim where the Occurrence giving rise to the Claim occurred outside of Australia.

Property Damage

any damage to property:

- a. owned by, leased or rented to You or any person who normally resides with You; or
- b. not owned by You or any person who normally resides with You but in Your physical or legal control.

Vehicle

Your ownership, possession, or use by You of any Vehicle.

General Conditions

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

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

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

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

Actions of Other Parties

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

Provided that:

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

Alteration of Risk

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

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

- a. a change to Your Home address or the address where Your Pet normally lives if Your Pet no longer lives with You at Your Home;
- b. the ownership of Your Pet;
- c. Your dog being declared a dangerous dog, a menacing dog or other similar declaration;
- d. any restrictions being placed on Your dog; or
- e. Your Pet being de-sexed.

Cancellation

Cancellation by You

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

Cancellation by Us

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

Premium Payment or Refund following Cancellation

In the event of cancellation by You or by Us:

- a. If You pay Your Premium by instalments You are required to pay Us any unpaid amount for the period You were Covered by Us;
- b. If You pay Your Premium annually We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- c. We may deduct from Your refund amount an amount that represents the transaction costs incurred by Us that are reasonably related to the acquisition and termination of this Policy.

Jurisdiction

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

Non-accumulation of Limits of Liability

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

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

Notices and Authorisation

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

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

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

General Conditions

Other Insurance

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

Premiums

Premium Payment

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

Annual Premium Payment

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

Premium Payment by Instalments

When You pay Your Premium by instalments then:

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

Payment in Australian Currency

Payment of all Premiums payable for this Policy and any continuation thereof shall be made in Australian currency only.

Reasonable Precautions

a. Caring for Your Pet

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

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

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

b. Third Party Liability

You are required to take all reasonable precautions to prevent injury or damage to the person or property of others either at Your Home or elsewhere.

c. Compliance with Laws

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

d. Persons in Charge of Your Pet

Where any person is given charge of Your Pet with Your permission, including but not limited to dog minders, dog trainers, dog walkers or groomers it is Your responsibility to:

- > advise 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; and
- > to satisfy Yourself they have the appropriate qualifications and experience to do so.

Waiver of Rights and Our Right to Recovery

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

We will not pay a claim under this Policy where:

- a. You have unreasonably agreed not to recover from any person, entity or corporation liable to compensate You for Loss or liability; or

General Conditions

b. where You have unreasonably agreed under any:

- > contract;
- > lease; or
- > similar agreement

to limit or exclude any right of recovery against any third party who would otherwise be liable to compensate You with respect to that Loss, damage or liability.

General Claims Conditions

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

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

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

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

Admission or Authorisations

In respect of the Cover provided under Part C – Pet Owners' Liability of this Policy You must obtain Our written consent before making any admission, offer, promise or offer of indemnity in connection with any claim under this Policy.

Claim Notification

You are required to notify Us of:

- a. any Accidental Injury or Illness to Your Pet; or
- b. any incident that may involve any liability You might have in respect of any third party as soon as reasonably possible after any of these occur.

In respect of Cover provided under Part C – Pet Owners' Liability of this Policy, You are required to provide us with:

- i. all correspondence and/or notice of any proceedings in relation to any claim under this Policy; and
- ii. every communication, writ or summons or other court pleading

as soon as reasonably practicable after receipt by You or service on You.

Claims Control and Legal Proceedings

We may, in Your name, take over and have full discretion in the conduct of the defence or prosecution of legal proceedings or settlement of any claim under this Policy or in the exercise of Our rights of recovery.

Claims Cooperation

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

In particular, You are required to:

- a. agree that any Vet, Vet Consultant or Veterinary Practice has Your permission to release any information We ask for about Your Pet; and

- b. provide Us with Your cooperation in assisting Us to handle any claim under this Policy on Your behalf including the gathering of all relevant information and Your attendance at court to give evidence; and
- c. at Your own expense, provide Us with such records and other documents, proofs, information, explanations and other evidence as We may reasonably require for the purpose of establishing a claim under this Policy

Appointment of an Independent Veterinary Consultant or other service provider

When We and You cannot reach agreement in relation to:

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

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

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

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

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

Failure to Cooperate

Your unreasonable refusal or unreasonable failure to:

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

may result in:

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

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

General Claims Conditions

Claim Payments

Claims Payments in Australian Currency

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

Payments You Make to Your Vet or Veterinary Practice or other service provider

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

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

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

Payments We Make to Your Vet or Veterinary Practice or other service provider

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

Provided that:

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

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

Excess

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

Pre-approval of Fee Payments for non-emergency Treatment

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

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

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

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

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

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

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

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

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

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

Legal Proceedings and Waiver of Legal Privilege

Solicitors and other legal representatives retained by Us to act on Your behalf, or on behalf of any other Insured, must at all times be at liberty to disclose to Us any information obtained in the course of so acting whether from You or any other person or entity. For that purpose You and any other person or entity Covered under this Policy agree to waive any claim to legal professional privilege in respect of such information. We may rely on such information to determine Our obligation to provide Cover under this Policy.

General Claims Conditions

Loss Minimisation

You must do everything reasonable to prevent further Loss, Accidental Injury, Illness or liability following any event which is the subject of any claim under this Policy or which may lead to a claim under this Policy.

Our Right to Recovery

Where We make a payment to You or on Your behalf in respect of any claim under this Policy We will have the right to recover or obtain contribution from any person or organisation whom We consider liable at law for the Loss, Property Damage or liability and We shall be entitled to all Your rights of recovery against such person or organisation and We have the right to take such action in Your name.

You will be required to do all that is necessary to assist Us for the purpose of enforcing any rights and remedies or of obtaining indemnity from any other party to which We are entitled under this Policy.

The amount recovered will be applied first to reducing the amount by which Your Loss exceeds the sum of the payment made by Us and any Excess applied. Any balance remaining after You have been fully compensated for Your Loss, up to the amount We have paid to You to settle Your claim under this Policy, including Our legal costs for recovery, will be retained by Us.

Preservation of Evidence

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

Third Party Interests

You must inform Us of the interests of all other parties who have a legal or financial interest in Your Pet.

Treatment

Ongoing Treatment and/or Over-Treatment

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

If, over the lifetime of Your Pet:

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

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

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

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

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

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

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

Fees and Costs

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

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

In the event that:

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

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

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

General Claims Conditions

Your Right to Contest

Neither You or Us shall be required to contest any legal proceedings under this Policy unless:

- a. Senior Counsel mutually agreed upon by You and Us; or
- b. if no agreement can be reached within a reasonable time, the President at the time of the Law Society of the State or Territory in which this Policy has been issued;

advises that such proceedings should be contested after taking into consideration:

- i. the likely cost of defending the Claim;
- ii. the prospects of successfully defending the Claim;
- iii. the economics of the matter;
- iv. the likely awards or damages; and
- v. the likely costs recovered from the third party.

The costs of such Counsel's opinion shall, for the purpose of this Policy, be regarded as part of the Defence Costs.

Where We recommend settlement of a third party Claim and You do not agree with the proposed settlement but wish the matter to remain contested, Our liability under this Policy shall not exceed:

- > the amount for which Senior Counsel advises the matter could reasonably have been settled;
- > including Defence Costs incurred up to that time.

General Definitions

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

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

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

Please read all definitions carefully.

Accidental Injury

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

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

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

We will not treat the following as an Accidental Injury no matter how the condition arose or otherwise came into existence:

- > a rupture or strain of one or both cruciate ligaments;
- > degenerative joint disease;
- > elbow dysplasia, hip dysplasia and hyperextending hocks; or
- > luxating patella.

Alternative or Complementary Treatment

means the cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures and where such procedures treat an Accidental Injury or Illness including any Vet Treatment specifically needed to carry out the procedure:

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

Application

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

Australia, Australian

means the States and Territories of Australia.

Benefit Limit

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

- a. for each Pet named on the Schedule;
- b. after the application of any Excess;
- c. but not including any Claim made under Part C – Pet Owners' Liability;

as shown on Your Schedule.

Bilateral

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

Bodily Injury

in respect of the Cover provided under Part C – Pet Owners' Liability:

means bodily injury, death, sickness, disease, shock, fright, mental anguish or mental injury.

Claim

in respect of the Cover provided under Part C – Pet Owners' Liability:

means:

- a. a writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third party or similar party notice served on You seeking compensatory damages and costs or other compensatory relief; or
- b. a written or verbal demand for compensatory damages and costs or other compensatory relief made by a third party against You.

Cover, Covers, Covered

means the indemnity provided under this Policy.

General Definitions

Defence Costs

in respect of the Cover provided under Part C – Pet Owners' Liability:

means the necessary and reasonable legal costs and expenses incurred by Us or by You with Our prior written consent in the investigation, defence or settlement of a Claim.

Any legal costs incurred by Us or by You in determining whether there is Cover provided to You under this Part will not form part of Defence Costs.

Elective Treatment

means:

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

Employee

means a natural person who has at any time entered into a contract of service or apprenticeship with You and/or for whom You are required by virtue of workers' compensation or similar legislation to effect workers' compensation insurance cover.

Endorsement

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

Excess

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

The amount of Your Excess is shown on Your Schedule.

We deduct any relevant Excess from any amount We pay You or on Your behalf. Your Excess will be deducted from Your claim before the Benefit Limit or Limit of Liability amount is applied.

Family

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

Home

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

Illness

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

Limit of Liability

means the maximum amount We will pay under Part C – Pet Owners' Liability and includes all amounts payable in respect of Defence Costs.

Loss

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

Occurrence

in respect of the Cover provided under Part C – Pet Owners' Liability:

means an event or series of events which results in Bodily Injury or Property Damage neither expected nor intended by You:

Provided that:

all Bodily Injury or Property Damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one Occurrence.

Period of Cover

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

Pet

means the dog or cat named on Your Schedule.

General Definitions

Policy

means:

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

Pre-existing Condition

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

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

Premium

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

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

Property Damage

in respect of the Cover provided under Part C – Pet Owners' Liability:

means physical damage to or loss of or destruction of real or tangible property including any resulting loss of use of that property.

Related

means a condition that:

- a. has the same symptoms;
- b. has the same diagnosis; or
- c. results from the same disease

as another condition.

Schedule

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

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

Treated/Treatment

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

Vehicle

in respect of the Cover provided under Part C – Pet Owners' Liability:

means any type of machine on wheels, on skis or on self-laid tracks designed to be moved other than by manual or animal power and includes any trailer while attached to a Vehicle:

but does not include motorised wheelchairs, electric wheelchairs, electric scooters, bicycles or Vehicles not requiring registration or compulsory third party insurance by virtue of any legislation.

Vet/Veterinarian

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

Veterinary Consultant

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

Veterinary Fees/Vet Fees

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

Veterinary Practice

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

Veterinary Practice Member

means:

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

General Definitions

Vet Treatment

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

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

but does not include Alternative or Complementary Treatment.

Waiting Period

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

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

We, Us, Our

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

You, Your, Insured

All Parts of Your Policy

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

For Part C – Pet Owners' Liability

also means:

any person looking after or handling Your Pet with Your permission:

but does not include:

any business whose main purpose or function is to care for or supply services to or for Your Pet in a professional capacity including but not limited to:

- i. boarding kennels or catteries;
- ii. veterinary practices; or
- iii. commercial pet wholesalers, retailers or breeders.

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1800 999 738
vetschoice.net.au



Who is the Insurer?

This PDS is issued by Guild Insurance Limited ABN 55 004 538 863, AFS Licence No. 233791 of Level 13, 171 Collins Street, Melbourne, Victoria 3000 and hereafter referred to as 'we', 'us', or 'our'.

This PDS was prepared on January 2021 and the information it contains was current at that date. If the information changes adversely we will issue a supplementary product disclosure statement (SPDS) or a replacement PDS.

GLD63656 Vets Choice Elite PDS 01/2021