



Vets Choice Pro 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.

Contents

Making a Claim.....	4
Introduction and Product Disclosure Statement.....	5
Important Information.....	11
How We Settle Your Claim.....	16
Your Policy.....	17
Your Cover.....	18
Part A – Accidental Injury.....	18
Part B – Specified Illness.....	19
Part C – Pet Owners’ Liability.....	21
Part D – Additional Benefits.....	22
Part E – Optional Benefits.....	23
Policy Limits.....	25
General Exclusions.....	26
General Conditions.....	30
General Claims Conditions.....	33
General Definitions.....	37

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

This Product Disclosure Statement and Policy Wording contains important details about Your Policy. Please read this carefully and if You are in doubt as to how it may affect You please contact Us and ask for an explanation.

Applying for Cover with Us

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

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

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

Your Policy

Your Policy consists of:

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

The Policy wording, together with the Schedule and any 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; 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 those Parts of the Policy and for the Period of Cover stated in the Schedule.

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

Your Policy Renewal

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

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

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

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

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

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

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

Introduction and Product Disclosure Statement (continued)

Once You have paid the premium for the next period of cover the renewal invitation will be the Schedule for Your next period of cover and will form part of this Policy.

Our Commitment to You

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

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

We will do so by:

- > managing Your Policy and any claim You may make courteously, promptly and efficiently;
- > respecting Your entitlement to the full benefit of the Cover provided by Your Policy in respect of any Covered claim;
- > giving reasonable consideration to any request You might make;
- > applying sound judgement before exercising any right, discretion or remedy in respect of Your Policy Cover; and
- > ensuring any conditions We impose are reasonable in the circumstances.

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

Despite Our best intentions, sometimes We get it wrong.

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

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

Complaints and Disputes Resolution

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

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

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

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

You can view Our complaints resolution procedures at vetschoice.guildinsurance.com.au/support/complaints-and-dispute-resolution

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

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

Website: 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. 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.

Financial Claims Scheme

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA). The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer, to be paid certain amounts by APRA.

Information about the FCS can be obtained at fcs.gov.au or by calling APRA on **1300 558 849**.

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;

Introduction and Product Disclosure Statement (continued)

- > 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.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Please contact Us if You would like further information about the Code of Practice.

Alternatively, You can view and find more information about the Code and the Code Governance Committee at codeofpractice.com.au

How We Calculate Your Premium

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

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

Premium Factors	
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.
Benefit Level	Choosing to share in the cost of claims by selecting a Benefit Level will have an impact on Your Premium.
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 Cover for a list of

specified Illnesses stated in the Policy. If Your Pet is diagnosed with one of the specified chronic conditions, namely arthritis, diabetes or epilepsy, We will only Cover You for the costs involved in the investigation and diagnosis by Your Vet, not for any ongoing Treatment of those conditions.

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

Introduction and Product Disclosure Statement (continued)

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.
Specified Illness	Where Your Pet develops one of the specified Illnesses listed as Covered in the Policy under Part B, You are Covered for the cost of Vet Fees for Treatments provided by Your Vet during the Period of Cover.
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.
Preventable Conditions Extension (Additional)	We will pay for approved Vet Fees for Treatment in the event that: <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	Waiting Periods apply to most claims under this Policy. Any conditions arising during the Waiting Period will not be eligible for Cover. Waiting Periods are shown on Your Schedule.
Benefit Level	For claims made under the Accidental Injury or Illness sections We will only pay that proportion of the Treatment costs that aligns with the Benefit Level You have selected. The Covered proportion will be calculated after Your Excess is applied, and before any relevant sub-limit and Benefit Limit. Your selected Benefit Level is shown as a percentage on Your Schedule.
Benefit Limit	We pay up to \$12,000 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. We will never pay more than the Benefit Limit in any one Period of Cover.
Excess	An Excess will apply to most claims made under Your Policy. Your Excess is shown on Your Schedule.
Limit of Liability for Pet Owners' Liability	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. In any one Period of Cover We will pay up to \$100,000 for all claims in total.

Introduction and Product Disclosure Statement (continued)

Summary	
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 (1) incident per Pet; > Essential Euthanasia – \$500
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.
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 notice or a reasonable person in Your circumstances could be expected to be aware of 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	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.
Lifetime Care Renewal Guarantee	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.

Introduction and Product Disclosure Statement (continued)

Summary

Premium Increases as Your Pet Grows Older

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.

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 Vets Choice, 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 offshoring operational and administrative functions to the Philippines under locally incorporated subsidiary Guild Solutions Inc (GSI), some of Our global reinsurers and Fiji for debt recovery administrative services; 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 to take reasonable care not to make a misrepresentation.**

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 vetschoice.guildinsurance.com.au/support/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 to Take Reasonable Care Not to Make a Misrepresentation

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

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

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

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

You have this duty until We agree to insure You.

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

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

Important Information

The following important information applies to this Policy. Please read it 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 You could reasonably be expected to know, 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.

When You advise Us of a change, We will assess whether and to what extent the changes increase or decrease the risk in accordance with Our underwriting rules and processes.

If the assessment is that change alters the risk under this Policy We may:

- > propose changes to the terms of this Policy; and/or
- > ask You to pay an additional Premium for changes which increase the risk, or refund Premium to You for changes that reduce the risk; and
- > if You agree, issue You with a revised Schedule to confirm the agreed changes.

If We do not agree with the change or You do not accept any proposed variation to the terms or Premium payable, We may cancel this Policy, in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation, should We not wish to continue with this insurance.

If You do not advise Us about a change We may refuse to pay all or part of Your claim under this Policy where permitted to do so by the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation.

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 Policy 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 – Specified 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 – Specified Illness

We specify the illnesses that You are Covered for and these are shown in Part B – Specified Illness.

We only Cover You for those specified Illnesses.

You should read Part B – Specified 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.

Important Information (continued)

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 You could reasonably be expected to know occurred or existed before Your Pet's Cover under this Policy first commenced or before the completion of any Waiting Periods stated in Your Policy or on Your Schedule.

Your Cover – Benefit Level

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

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

Example 1:

You have an Excess of:	\$200
Your Benefit Level is:	80%
Your Claim cost for Treatment is:	\$3,000
We will pay:	\$2,240

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

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

Your Cover – Benefit Limit

The Benefit Limit shown on Your Schedule represents the maximum amount You are Covered for in respect to all the claims You make in any one (1) 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**.

Example 2:

Your Benefit Limit is:	\$10,000
Total already claimed during the Period of Cover per Pet:	\$7,000
Any further costs for the same Pet during the same Period of Cover will be limited to:	\$3,000

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).

Example 3:

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

Other Limits

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.

You should read Part C of this Policy to fully understand the Cover provided under that Part.

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 Level, 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.

Important Information (continued)

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 stated in the Schedule unless otherwise specifically Covered under any Part of this Policy.

Lifetime Care – Renewal Guarantee

Your Pet has lifetime care renewal guarantee under this 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 We continue to issue Accident and Illness cover for Pets.

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

Pre-existing Conditions

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

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

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

What is a Pre-existing Condition?

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

- > You were aware of; or
- > a reasonable person in Your circumstances could be expected to be 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 Pet's 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.

Important Information (continued)

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 were not aware of; and
- > a reasonable person in Your circumstances could not have been aware of;

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

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 payment is overdue We will send You a notice outlining the overdue amount and when it needs to be paid by;
- > if an instalment remains unpaid after that date mentioned in the overdue notice We will send You a second notice informing You that Your Policy will be cancelled for non payment;
- > We will not cancel Your Policy until an instalment payment has been overdue for at least one (1) month;
- > if You make a claim under this Policy when Your instalment payment is overdue and before We have cancelled Your Policy for non payment We will require You to pay the overdue amount as part of the claim process.

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.

Important Information (continued)

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 – Specified Illness Cover

We pay Your selected Benefit Level of approved claim costs, less any relevant Excess, up to the annual limit for most claims (unless a sub-limit applies) under Your Policy. The Benefit Limit of \$12,000 is the **maximum We will pay** for each Pet in the Period of Cover, but not including claims made under Part C - Pet Owners' Liability.

Example 1:

Your Vet Fees for any one claim are:	\$1,200
and assuming We approve Your Vet Fees in full, and Your Policy Excess is:	\$200
Your Benefit Level of the costs after the Excess is deducted	\$1,000
Where You have selected a Benefit Level of 100% :	\$1,000
Where You have selected a Benefit Level of 80% :	\$800

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

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

Example 2:

After deducting Your Excess and applying Your Benefit Level percentage	
Your claim costs are:	\$4,500
Where the injury or Illness type is subject to	
a sub-limit of:	\$2,500
then We will pay You:	\$2,500

Once You have exhausted the applicable sub-limit in a Period of Cover, You would not be able to make any further claims for the same type of Treatment within that same Period of Cover.

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 an Excess and Benefit Level 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 or Benefit Level

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

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

Your Policy

This policy-booklet together with the Schedule We provide to You and any 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 this Policy which You have selected and which is stated in the 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 stated in the Schedule for the Period of Cover.

Claims Conditions, Definitions, Exclusions and General Conditions

The following:

- > general claims conditions;
- > general conditions;
- > general definitions; and
- > general exclusions;

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

Ingestion of a Foreign Object

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

What is Not Covered

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

- > any Pre-existing Condition, including any condition that is Related or Bilateral to a Pre-existing Condition;
- > any condition associated with or related to the rupture or strain of a cruciate ligament; or
- > any of the matters referred to in the general exclusions of this Policy.

Excess

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

Benefit Level

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

Your Cover

Part B – Specified Illness

What is Covered

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

Cover is for Treatment that is provided:

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

Specified Illnesses Covered

Table 1 – Cover limited to Investigation and Diagnosis

In respect of those Illnesses listed in Table 1 We will Cover You for the cost of the investigation and diagnosis of the Illness.

We will not Cover You for the cost of any Treatment beyond the point of diagnosis.

Specified Illnesses – Investigation & Diagnosis Only	Waiting Period
Arthritis	21 days
Diabetes	21 days
Epilepsy	21 days

Table 2 – Cover for Investigation, Diagnosis and Treatment

In respect of those Illnesses listed in Table 2 We will Cover You for the cost of investigation, diagnosis and further Treatment.

Specified Illnesses – Investigation, Diagnosis & Treatment	Waiting Period
Adrenal Conditions	21 days
Anal Glands Rupture	21 days
Brachycephalic Obstructive Airway Syndrome (BOAS)	21 days
Cancer	21 days
Cherry Eye	21 days
Cruciate Ligament Condition	6 months
Elbow Dysplasia	21 days
Entropion and Ectropion	21 days
Feline Immunodeficiency Virus (FIV)	21 days

Specified Illnesses – Investigation, Diagnosis & Treatment	Waiting Period
Hernia	21 days
Hip Dysplasia including Hip Replacement	21 days
Immune Mediated Blood Disease	21 days
Intervertebral Disc Disease (IVDD)	21 days
Joint Luxation	21 days
Lumps, Growths & Cysts Removal	21 days
Non-Diabetic Cataract	21 days
Osteochondritis Dissecans (OCD)	21 days
Pancreatitis	21 days
Pneumonia	21 days
Thromboembolic Disease	21 days
Triaditis	21 days
Urinary Tract Infections, Diseases and Obstructions	21 days
Vestibular Disease	21 days

No Cover is provided for Illnesses not listed in the tables above.

Waiting Period

A Waiting Period will apply to each Illness Covered under this Part B as stated in the tables above.

Sub-Limit of Cover

Cruciate Ligaments

In respect of any claim under Part B – Specified 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
- > any of the matters referred to in the general exclusions of this Policy.

Your Cover

Part B – Specified Illness (continued)

Excess

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

Benefit Level

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

Your Cover

Part C – 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 - Pet Owners' 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.

Benefit Level

100% Benefit Level 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 Vet's 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:

- i. 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
- ii. written confirmation from a Vet confirming that Your Pet has been de-sexed.

Your Cover

Part E – Optional Benefits

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

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

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

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 in respect of any Illness 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-Limit 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.

Benefit Level

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

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:

Your Cover

Part E – Optional Benefits (continued)

- > dental diets;
- > bites, chews and treats;
- > water additive, oral gel, spray or toothpaste toothbrushes and wipes;
- > professional teeth sealant.

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-Limit 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.

Benefit Level

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

Cancellation

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

- > if You cancel this Cover and We have not paid a claim, We will retain from the Premium You have paid to Us an amount that represents the period You were Covered by Us up to the date of cancellation and refund the balance of the Premium paid by You; and
- > if You cancel this Cover for any reason (except if Your Pet dies) after We have paid a claim under this Cover, We will not refund any Premium You have already paid and You 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 of this Policy. Please read them carefully.

There are also exclusions that only apply to a particular Part of this Policy. These are set out under 'What is Not Covered' under each Part.

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 \$200 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; or

- b. any dog used for commercial or business purposes including but not limited to:

- > breeding;
- > guarding;
- > hunting;
- > law enforcement;
- > organised fighting; or
- > racing;

Provided that:

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

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

Consequential Loss

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

Costs Incurred 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 were aware of; or
- b. a reasonable person in Your circumstances could be expected to be aware of;

that occurred or existed:

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

General Exclusions (continued)

- 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, 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 connivance.

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 – Specified 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.

Sanctions

the payment of any claim or providing You with any Cover or benefit exposing Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.

Terrorism

any act of terrorism that is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical or nuclear pollution, contamination or explosion.

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;
- 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

General Exclusions (continued)

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.

War or Appropriation

any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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;
- 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.

General Exclusions (continued)

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, use or operation of any Vehicle.

General Conditions

The following general conditions apply to this Policy. It is important that these conditions are observed. Please read them carefully.

If You or any other person or party Covered under this Policy do not comply with these conditions, and if permitted by applicable law:

- > the Cover under this **Policy may be cancelled**; or
- > 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:

- the act or omission was committed without Your prior knowledge;
- You notify Us of the happening or existence of the act or omission as soon as You become aware of it; and
- 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 You could reasonably be expected to know, 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.

When You advise Us of a change, We will assess whether and to what extent the changes increase or decrease the risk in accordance with Our underwriting rules and processes.

If the assessment is that change alters the risk under this Policy We may:

- > propose changes to the terms of this Policy; and/or

- > ask You to pay an additional Premium for changes which increase the risk, or refund Premium to You for changes that reduce the risk; and
- > if You agree, issue You with a revised Schedule to confirm the agreed changes.

If We do not agree with the change or You do not accept any proposed variation to the terms or Premium payable, We may cancel this Policy, in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation, should We not wish to continue with this insurance.

If You do not advise Us about a change We may refuse to pay all or part of Your claim under this Policy where permitted to do so by the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation.

Cancellation

Cancellation by You

You may cancel this Policy at any time by giving Us notice.

Cancellation by Us

We may cancel this Policy when We are entitled to do so in accordance with the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation.

Premium Payment or Refund following Cancellation

In the event of cancellation by You or by Us:

- if You pay Your Premium by instalments You are required to pay Us any unpaid amount for the period You were Covered by Us; or
- 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
- 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.

General Conditions (continued)

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) provide Cover in respect of the same claim the maximum amount We will pay in respect of that claim is the highest applicable Limit of Liability amount available under any one of such policies.

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

Notices and Authorisation

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

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

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

Other Insurance

Where a claim Covered under this Policy may also be covered under another policy of insurance (not issued by Us) then We reserve Our right to seek contribution from the other insurer.

When We so require, You or any other person or entity entitled to Cover under this Policy are required to provide Us with a copy of any other insurance policy that may cover all or part of the claim under this Policy.

Premiums

Premium Payment

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

Annual Premium Payment

When You pay Your Premium annually You are required to pay the annual Premium for this Policy by the commencement of the Period of Cover. If We do not receive Your Premium by this

date, or if Your Premium payment is dishonoured, this Policy will not operate and there will be no Cover under this Policy.

Premium Payment By Instalments

When You pay Your Premium by instalments then:

- > if an instalment payment is overdue We will send You a notice outlining the overdue amount and when it needs to be paid by;
- > if an instalment remains unpaid after that date mentioned in the overdue notice We will send You a second notice informing You that Your Policy will be cancelled for non payment;
- > We will not cancel your Policy until an instalment payment has been overdue for at least one (1) month;
- > if You make a claim under this Policy when Your instalment payment is overdue and before We have cancelled Your Policy for non payment We will require You to pay the overdue amount as part of the claim process.

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

General Conditions (continued)

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

Waiver of Rights and Recovery

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

We will not pay a claim under this Policy where:

- a.** You have unreasonably agreed not to recover from any person, entity or corporation liable to compensate You for loss, damage or liability; or
- b.** 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 this Policy. It is important that these conditions are observed. Please read them carefully.

If You or any other person or party Covered under this Policy do not comply with these conditions, and if permitted by applicable law:

- > the Cover under this **Policy may be cancelled**; or
- > 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.

Benefit Level

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

Claim Notification

You are required to 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

General Claims Conditions (continued)

- ii. Our refusal to pay for any further Treatment costs that Our Veterinary Consultant considers to be unreasonably required or excessive.

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

Claim Payments

Claims Payments in Australian Currency

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

Payments You Make to Your Vet 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 Your Benefit Level, any applicable sub-limit and Your Benefit Limit to Your claim.

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

Payments We Make to Your Vet 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.

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 and Your Benefit Level.

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

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

Excess

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

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

General Claims Conditions (continued)

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.

Loss Minimisation

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

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

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

Fees and Costs

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

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

In the event that:

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

General Claims Conditions (continued)

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.

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. These defined words or terms are shown with a capital letter at the start of each word. We explain their meanings in the following definitions. 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;
- i. physiotherapy; or
- j. health supplements and/or nutraceuticals.

Application

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

Australia, Australian

means the States and Territories of Australia.

Benefit Level

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

Benefit Limit

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

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

General Definitions (continued)

Cover, Covers, Covered

means the indemnity provided under this Policy.

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

Pet

means the dog or cat named on Your Schedule.

General Definitions (continued)

Policy

means:

- > this Product Disclosure Statement and Policy wording;
- > Your Schedule and the addendum attached to Your Schedule; and
- > 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 were aware of; or
- b. a reasonable person in Your circumstances could be expected to be 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)' or any subordinate legislation, subsequent amendment, re-enactment or successor legislation.

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.

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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:

General Definitions (continued)

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

Vet Treatment

means 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 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:

- > boarding kennels or catteries;
- > Veterinary Practices; or
- > commercial pet wholesalers, retailers or breeders.

Who is the Insurer?

This product disclosure statement (PDS) is issued by Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence No. 233791, of 171 Collins St, Melbourne Victoria 3000 and referred to as 'We', 'Us' or 'Our'. This PDS was prepared on 15 May 2024 and the information it contains was current at that date. During the Period of Cover We may issue a new PDS or Supplementary Product Disclosure Statement if We need to make changes that are not materially adverse to You. Where We do so We may notify You of the changes by making details of the update available at www.vetschoice.net.au You can also contact Us on 1800 999 738 to request a copy of the changes.

Effective date: 27 July 2024

1800 999 738

www.vetschoice.net.au

