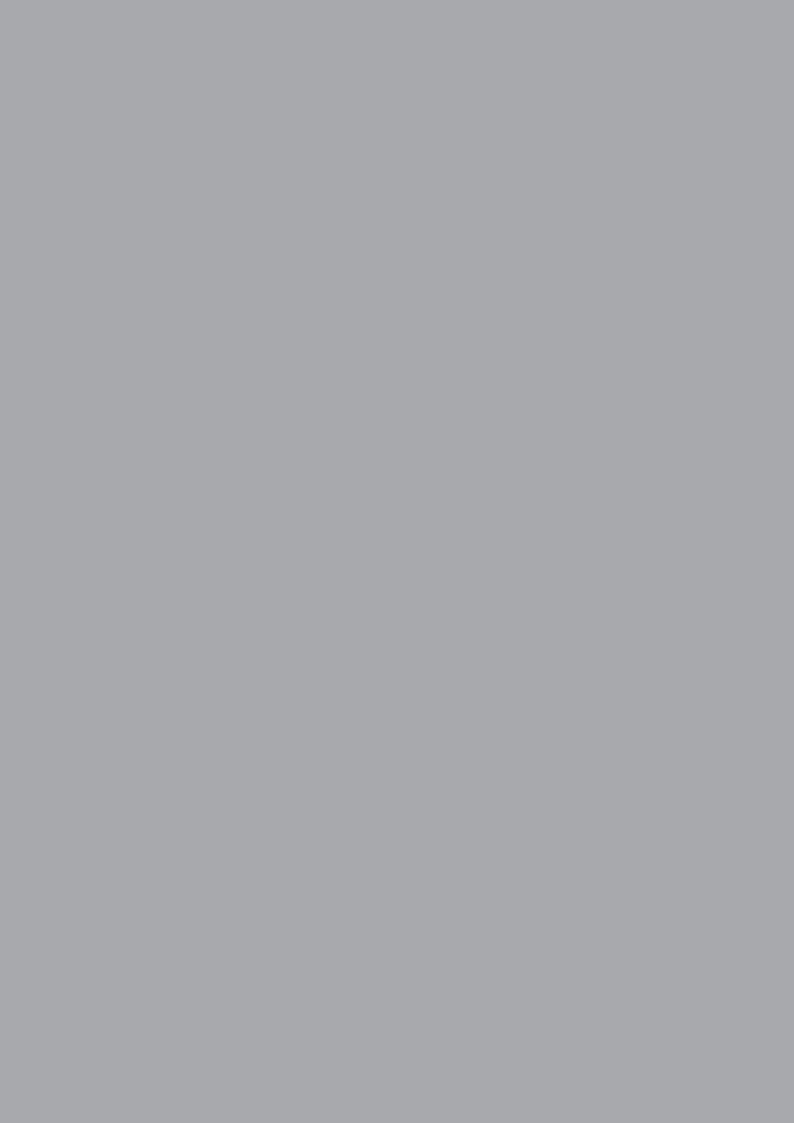




Your Policy Wording for Your Bird, Reptile, Turtle/Tortoise or Mammal



## Dear Policyholder,

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

We hope Your Pet is in the best of health, but rest assured, if You need Us we'll be there to help.

We do all We can to make the claims process as quick and easy as possible so You can count on prompt and caring service from Our experienced staff when You and Your Pet need it most.

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

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

The Petcover Team
We are Pet Owners too!

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## Part 1: Financial Services Guide (FSG)

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

- The financial services We can offer You;
- Who We act for in providing these services;
- How We and other relevant persons are paid; and
- How complaints are dealt with.

The Financial Services Guide (FSG) explains:

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

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

#### **Information About Petcover's Services**

The PDS also contains information on the significant benefits and characteristics of the product and the standard terms, conditions, limits and exclusions of **Our** Pet Insurance cover to assist **You** in making an informed decision about whether to purchase it or not. In this FSG "**We**, **Our** and **Us**" refers to **Petcover** Aust Pty Ltd ABN 97 117 476 990 AFSL No. 507143 of 1-3 Smolic Court Tullamarine VIC 3043 telephone 1300 731 324 which is authorised under its AFS Licence to provide advice on and deal in general insurance products, including Pet Insurance.

#### Introduction

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

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

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

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

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

#### Who do We act for?

As an Agent acting under a binder from the Insurer, As an Agent acting under a binder from the Insurer, Sovereign Insurance Australia Pty Ltd— Australia ABN 85 138 079 286 AFS License Number 342516. **We** act to arrange to enter into insurance products on their behalf. Under **Our** binder agreement **We** also agree to handle and settle claims on the Insurer's behalf. For general insurance products provided as an insurance intermediary **We** will act on your behalf. **We** will tell **You** before or at the time if **We** are not acting for **You** in providing any part of **Our** service.

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

#### How You can instruct Us

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

#### Our products and services

As an insurance intermediary We are licensed to deal in and provide advice in relation to Pet

Insurance and or general risk insurance products.

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

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

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

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

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

#### **Arranging Your insurances**

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

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

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

#### The people who provide Our services

We provide Our services using Petcover employees.

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

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

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

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

The Authorised Representative or Mere Referrer, and/or its associates, may also receive other financial and non-financial incentives from **Petcover** for arranging **Your** Pet Insurance **Policy**. Such incentives may be dependent on a number of performance related or other factors and may include, for example, sponsorship of training events and conferences, marketing promotions and competitions.

## Information on Remuneration

#### Our remuneration

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

• A commission paid to **Us** by the Insurer.

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

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

In addition, We may also receive the following:

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

Please note that **We** treat **Our** remuneration as fully earned when **We** issue **You** with a tax invoice, unless **We** have a written agreement with **You** that varies this statement.**You** agree that **We** may retain all **Our** commission, fees and other remuneration in full in the event of any mid-term cancellation of a **Policy** or future downward adjustment of premium. **You** also agree that the Insurer and **Petcover** may offset such remuneration from any premium refund **You** are entitled to.

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

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

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

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

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

#### **Interest**

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

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

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

#### **Conflicts of interest**

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

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

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

#### **Relationships and Associations**

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

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

## Other important information

# **Compensation Arrangements Professional Indemnity Insurance**

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

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

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

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

#### **Privacy Notice**

In this Privacy Notice, 'We', 'Our', 'Us' means Petcover Aust Pty Ltd and Sovereign Insurance Australia Pty Ltd.

#### **Privacy**

We value the privacy of personal information and are bound by the Privacy Act 1988 when We collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the many financial services and products We and Our group of companies are involved in (including those outlined in this FSG). Further information about Our privacy practices can be found in Our Privacy Policy that can be viewed on the Petcover website at www.petcovergroup.com/au or at Sovereign Insurance Australia's website at https://sovereignaustralia.com.au/Privacy or alternatively, a copy can be sent to You on request. Please contact Your Petcover office or visit Our Website at www. petcovergroup. com/au if You wish to seek access to, or to correct, the personal information We collect or disclose about You.

#### **International Transfers**

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

#### **Information We process**

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

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

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

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

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

#### **Collecting electronic information**

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

#### How We use Your information?

Your personal and/or sensitive personal information may be used by Us in several ways, including to:

- Arrange and administer an application for insurance;
- Manage and administer the insurance;
- Investigate, process and manage claims; and/or
- Prevent fraud.

#### Who We share Your information with?

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

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

- Assess financial and insurance risks;
- · Recover debt;
- To prevent and detect crime; and/or
- Develop products and services.

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

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

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

Insurance companies share claims data to:

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

#### **Your rights**

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

If We do hold information about You, We will:

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

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

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

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

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

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

## Collection and use of client information

#### How We use Your data

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

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

- Foreign or Australian law;
- Petcover policy;
- · Pursuant to legal process; or
- Or in response to a request from foreign or Australian law enforcement authorities or other government officials.

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

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

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

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry by promoting better communication between Insurers and customers and outlining a standard of practice and service to be met by Insurers.

**We** keenly support the standards set out in the Code.

**You** can obtain more information on the Code of Practice and how it assists **You** by contacting **Us**. Contact details are provided on the back cover of this document. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

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

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

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

The objective of the Code is to build upon the professional competence in the insurance broking profession, increase consumer confidence in insurance brokers and increase knowledge of the important role they play. The service standards outlined in the Code are also aimed at safeguarding self-regulation of the broking industry. To view a copy of the Code visit

www.niba. com.au. The Code does not form part of any retainer **We** have with **You** and **Your** rights relating to any breach of the Code by **Us** are limited to remedies available under the Code.

#### **Telephone Call Recording**

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

#### **Service Issues and Complaints**

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

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

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

#### **Immediate Response & Resolution**

Many concerns can be resolved immediately or within a short amount of time. If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 1300 731 324 during normal office hours.

#### **Internal Dispute Resolution**

If **We** are unable to resolve **Your** concern, immediately or within 2 days, we will escalate your concerns as a complaint to **Petcover**'s Internal Dispute Resolution Team. **Your** complaint will be handled by a person with appropriate authority, knowledge and experience. **You** will be provided with the contact details of the person assigned **Your** complaint. **We** will make a decision about **Your** complaint within 30 calendar days, however **We** will aim to resolve

**Your** complaint within 15 business days. If **We** are not able to resolve your complaint within 15 business days, **We** will escalate the matter to Sovereign Insurance Australia or give **You** the option to contact them yourself. Both these internal review processes will be completed within the 30 calendar days.

**You** may also contact the Internal Dispute Resolution team directly on 1300 731 324 or via email idr.au@petcovergroup.com.

#### **External Dispute Resolution**

In the unlikely event that **Your** complaint is not resolved to **Your** satisfaction following **Petcover**'s Internal Dispute Resolution Process, **You** may be able to take **Your** matter to the independent dispute resolution body, the Australian Financial Complaints Authority (AFCA). AFCA resolves certain insurance disputes between consumers and Insurers and will provide an independent review at no cost to **You**.

We are bound by the determination of AFCA, but the determination is not binding on You. Contact details for AFCA:

Australian Financial Complaints Authority Telephone: 1800 931 678

Email: info@afca.org.au

GPO Box 3, Melbourne VIC 3000

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

If **You** have any questions about **Our** services or anything in this FSG, please contact **Petcover** on 1300 731 324.

## **Policy Terms and Conditions**

**Petcover** Australia does not provide financial advice or any personal recommendation about the insurance products offered.

#### **About this insurance**

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

- Decide whether this insurance will meet Your needs; and
- Compare it with other products **You** may be considering.

#### Important information

This document, the Certificate of Insurance and any related Exclusion(s) from **Your** insurance documentation. This insurance documentation sets out the terms and Conditions of the contract of insurance between **You** and **Us**.

Please read all documentation carefully and keep it in a safe place. It is important that You:

- check that the information contained in the Certificate of Insurance is accurate (see "Information You have given Us")
   and
- comply with all **Your** duties and obligations under the insurance, including the important Conditions below, and the action **You** must take in the event of a claim.

Failure to comply with the above could adversely affect Your insurance and any claim You make.

#### Information You have given Us

In deciding to accept this insurance and in setting the terms and Premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims. **We** will not return any Premium paid by **You**.

If **We** establish that **You** carelessly provided **Us** with incorrect or incomplete information that **We** have relied upon in accepting this insurance and setting its terms and Premium **We** may:

- 1. treat this insurance as if it had never existed and refuse to pay all claims and return the Premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- 2. amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- 3. charge **You** more Premium for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the Premium **You** have paid bears to the Premium **We** would have charged **You**; or
- 4. cancel **Your** insurance in accordance with the "Cancelling this insurance" section on page 8.

#### We will write to You if We:

- 1. intend to treat this insurance as if it never existed; or
- 2. need to amend the terms of Your insurance; or
- 3. require **You** to pay more Premium for **Your** insurance.

#### Your Duty not to Make a Misrepresentation

**You** must take reasonable care not to make a Misrepresentation to **Us**. This responsibility applies until **We** issue **You** with a **Policy** for the first time or agree to renew, extend, vary/change, or reinstate **Your Policy**.

You must answer Our questions honestly, accurately and to the best of Your knowledge.

A Misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not Misrepresentation if **You** do not answer a question or if **Your** answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a Misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a Misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics and circumstances **We** are aware of.

If **You** do not meet the above Duty, **We** may reject or not fully pay **Your** claim and/ or cancel **Your Policy**. If the Misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

#### Who does the Duty apply to?

The Duty applies to **You** and everyone that is an insured under the **Policy**. If **You** provide information for another insured, it is as if they provided it to **Us**.

#### What happens if the Duty is not complied with?

If the Duty is not complied with **We** may, to the extent permitted by law cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim to the extent **We** are prejudiced by **Your** non-disclosure. If fraud is involved, **We** may treat the **Policy** as if it never existed and pay nothing.

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

We keep Our privacy notice under regular review. This notice was last updated on the 18th July 2020.

#### **Contacting Us**

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

Petcover Aust. Pty Ltd Customer Service Centre

1-3 Smolic Court

Tullamarine, VIC 3043

Ph: 1300 731 324

info.au@petcovergroup.com

For information about the Insurer and Sovereign Insurance Australia please visit https://www.sovereignaustralia.com.au/

#### **Renewing this Insurance**

When this **Policy** is due for renewal, **We** will write to **You** at least fourteen (14) days before the Period of Insurance ends with full details of **Your** next year's Premium and **Policy** terms and Conditions. If **You** pay **Your** Premium by Direct Debit instalments **Your Policy** will renew automatically with **Your** next year's Premium and **Policy** terms and Conditions; if **You** do not want to renew the **Policy** please contact **Us**. If **You** need to contact **Us** to discuss **Your** renewal before the expiry of **Your** existing insurance, **Our** contact details can be found on the back cover. Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **You** at least fourteen (14) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

#### **Cancelling this insurance**

You may cancel this insurance at any time by notifying Us. Our contact details can be found on page 5.

#### Cancellation by You within the cooling-off period

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

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention by phone by calling 1300 731 324 or by advising **Us** in writing. Send written confirmation to: **Petcover** Aust. Ltd, 1-3 Smolic Court, Tullamarine, VIC 3043 or email to info.au@ petcovergroup.com.

After the cooling off period has ended, **You** still have cancellation rights, (refer to 'General Conditions'. Cancellation on page 11 for full details).

#### Cancellation by You after the cooling-off period

If **You** cancel this insurance outside the cooling-off period, provided **You** have not made a claim or there has not been an event that could result in a claim, **You** will not be entitled to a refund as this is a 4 Week free introductory offer and no Premium has been paid.

#### Cancellation by Us

**We** may cancel this insurance by giving **You** fourteen (14) days' notice in writing to the address last notified to **Us**. **We** will only do this for a valid reason, examples of which are:

- Non-payment of Premium.
- A change in risk occurring which means that **We** can no longer provide **You** with insurance cover.

- Failure to comply with a provision of the **Policy**.
- Non-cooperation or failure to supply any information or documentation We reasonably request.
- Failure to disclose information **You** reasonably out to have disclosed to **Us** during negotiations prior to the issue of the **Policy**.
- Making a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**.
- Threatening or abusive behaviour or the use of threatening or abusive language towards **Our** staff.

If **We** cancel this insurance, provided **You** have not made a claim, **You** may be entitled to a refund of the Premium paid. This refund will be a proportionate amount based on the number of days **Your Policy** was in force.

If **We** pay any claim, whether by settlement, compromise or otherwise, then no refund of Premium will be allowed. Cancellation of the insurance by **Us** does not affect the Treatment of any claim arising under the insurance in the period before cancellation.

Definitions	
Twelve (12) Months	means a consecutive period of 365 days (or366 days in a leap year)
Accident	means a sudden, unexpected and specific event which occurs at an identifiable time and place.  All <b>Accidents</b> arising from one event or one original cause will be treated by <b>Us</b> as one <b>Accident</b> .  For the sake of clarity, an <b>Accident</b> does include physical damage or trauma of a gradual nature which happens over time. This includes, but is not limited to, <b>Conditions</b> such as luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS)
Accidental Injury	means a sudden and unforeseen <b>Injury</b> which is the result of an identifiable and known cause or event during the <b>Period of Insurance</b> .
Agreed Countries	Means any Australian Quarantine & Inspection Service (AQIS) approved countries from which a pet can return to <b>Australia</b> and does not require quarantine. At the date of this document the countries specified are Australia, Cocos (Keeling) Island, Norfolk Island.
Alternative or Complementary Treatment	means the cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures where they treat an Illness or Injury. This includes any Veterinary Treatment specifically needed to carry out the procedure:  1. Acupuncture or Homeopathy carried out by, or Herbal Medicine prescribed by a Member of a Veterinary Practice.  2. Chiropractic manipulation carried out by a Member of a Veterinary Practice, providing the member is a qualified animal chiropractor.  3. Hydrotherapy carried out by a Member of a Veterinary Practice in a pool/water treadmill owned by the Veterinary Practice providing the member is a qualified animal Hydrotherapist.  4. Osteopathy carried out by a Member of a Veterinary Practice providing the member is a qualified animal osteopath.
Australia	Commonwealth of Australia.
Behavioural Illness	means any change to <b>Your Pet's</b> normal behaviour, resulting from a mental or emotional disorder diagnosed by <b>Your Vet</b> .
Bilateral Condition	means any <b>Condition</b> affecting body parts of which the pet has at least two, including, but not limited to eyes, ears, patella's (knees), cruciate ligaments. When applying an <b>Exclusion</b> , <b>Bilateral Conditions</b> are considered the one <b>Condition</b> .
Certificate of Insurance	means the relevant <b>Certificate of Insurance We</b> issue, including on renewal or variation of the <b>Policy</b> containing details of the cover provided under the <b>Policy</b> including any <b>Exclusions</b> and other specific insurance details that <b>We</b> have applied to <b>Your</b> cover.
Clinical signs	means changes in <b>Your Pet's</b> normal healthy state or its bodily functions.
Condition	means any <b>Condition</b> that causes discomfort, dysfunction, distress, including <b>Injuries</b> and <b>Illness</b> , disabilities, disorders, <b>Clinical signs</b> , syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the pet afflicted.

Dental	means <b>Dental</b> check-ups; <b>Dental</b> scale and polish; teeth cleaning; removal or repair of misaligned; retained deciduous teeth or teeth rasping and de-burring.
Elective Surgery or Treatment	<ul> <li>means a Treatment that is:</li> <li>de-sexing, spaying or castration; surgical sexing;</li> <li>micro-chipping; ringing;</li> <li>grooming; de-matting; descaling; beak trimming; dew claw and claw removal;</li> <li>cosmetic or aesthetic surgery;</li> <li>pinioning (removal of a birds pinion joint); wing or feather clipping;</li> <li>debudding/dehorning (horn bud/horn removal);</li> <li>prescription diet foods;</li> <li>any Treatment not related to an Injury, Illness, or trauma.</li> <li>Elective Surgery or Treatment that is beneficial to the pet but is not essential for Your Pet's survival or does not form part of a Treatment for an Injury or Illness. Veterinary Treatment including diagnostic or a procedure You request, which the Vet confirms is not necessary to treat an Injury or Illness.</li> </ul>
Excess	means the amount stated on <b>Your Certificate of Insurance</b> which <b>You</b> will have to pay in the event of a claim.
Exclusion	means a <b>Condition</b> or circumstance for which the <b>Insurers</b> will not pay. Any specific <b>Exclusion</b> will be shown on <b>Your Certificate of Insurance</b> and <b>You</b> will be told of this before <b>You</b> take out the insurance or at renewal. (See also the <b>General Exclusions</b> section and the What <b>We</b> will not pay under each cover section).
Family	means <b>Your Immediate Family</b> and grandparents, brothers, sisters, grandsons, and/or granddaughters including step relationships.
Herbal Medicine	means Herbal Medicine prescribed by a Member of a Veterinary Practice.
Home	means the place in Australia where You usually live.
Illness	means any sickness, disease or changes in <b>Your Pet's</b> normal healthy state. Excluding any mental or emotional disorders.
Immediate Family	means spouse, civil partner, life partner, partner, parents, sons and daughters, including <b>Family</b> of step relationships.
Injury	means a physical <b>Injury</b> or trauma caused immediately, solely and directly from an <b>Accident</b> . This does not include any physical <b>Injury</b> or trauma that happens over a period of time or is of a gradual nature.
Insurer	means <b>Sovereign Insurance Australia</b> , Pty Ltd (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 3801/3803 Pacific Hwy, Tanah Merah QLD 4128 Australia.
Journey	means travel from Your Home within Australia or any of the Agreed Countries undertaken during the Period of Insurance for a maximum of thirty (30) days for all Journeys in the Period of Insurance. This includes the duration of Your holiday or business trip and any travel, in and between Australia and an Agreed Country and return Journeys to Your Home.

Mammal	means any chipmunk, degu, ferret, gerbil, goat, guinea pig, hamster, hedgehog, lemur, mouse, monkey, pig, racoon, rat, skunk or sugar glider.
Market Value	means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time <b>You</b> took ownership of <b>Your Pet</b> as determined by <b>Us.</b>
Maximum Benefit	means the most <b>We</b> will pay during the <b>Period of Insurance</b> as set out in the <b>Certificate of Insurance</b> , subject to <b>Exclusions</b> of the <b>Policy</b> less the applicable <b>Excess</b> .
Member of a Veterinary Practice	means any person legally employed by a <b>Veterinary Practice</b> under a contract of employment, other than a <b>Vet</b> who may be <b>The Insured</b> .
Optional Extra Benefit	means an additional benefit that <b>You</b> can elect to include in addition to the basic insurance. For <b>Optional Extra Benefits</b> to be included <b>You</b> must select the <b>Option</b> and pay an additional <b>Premium</b> . If applicable the <b>Optional Extra Benefit</b> will be shown on <b>Your Certificate of Insurance</b> .
Our Vet	means any <b>Vet</b> appointed or engaged by <b>Us</b> to carry out <b>Treatment</b> to <b>Your Pet</b> or discuss <b>Your Pet's Treatment</b> with <b>Your Vet</b> .
Period of Insurance	means the time during which <b>We</b> give cover as shown on <b>Your Certificate of Insurance</b> . It does not refer to any prior <b>Period of Insurance</b> if the <b>Policy</b> is a renewal of a previous <b>Policy</b> or any future <b>Period of Insurance</b> for any <b>Policy You</b> may enter into with <b>Us</b> upon renewal. Each <b>Period of Insurance</b> is treated as separate. For this Insurance it is <b>Twenty-eight (28) days</b> from the date as shown on <b>Your Certificate of Insurance</b> but may be less if <b>Your</b> insurance has been cancelled.
Pet Immigration	means a system that allows pet owners in the <b>Australia</b> to take their pets to the <b>Agreed Countries</b> and bring them back to the <b>Australia</b> without the need for quarantine.
Physiotherapy	means <b>Physiotherapy</b> (not including hydrotherapy) carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal physiotherapist.
Policy	means this document and the <b>Certificate of Insurance</b> and any other documents <b>We</b> issue to <b>You</b> which are expressed to form part of the <b>Policy</b> terms, and which set out the cover <b>We</b> provide for the <b>Period of Insurance</b> . For the sake of clarity, it does not include any prior <b>Policy</b> that this is a renewal of or any future <b>Policy</b> that is a renewal of this <b>Policy</b> .
Pre-Existing Conditions	<ul> <li>means any Condition(s) or symptom(s), sign(s) or Clinical sign(s) of any Condition, Injury or Illness occurring or existing in any form that:</li> <li>a. Has happened or first showed Clinical signs;</li> <li>b. Has the same diagnosis or Clinical signs as an Injury, Illness or Clinical sign Your Pet had; or,</li> <li>c. Is caused by, relates to, or results from, an Injury, Illness or Clinical sign Your Pet had occurring or existing: <ol> <li>Before Your Pet's cover started, or prior to the Policy commencement date;</li> <li>During the Waiting Period; or</li> <li>Before the section was added to Your insurance.</li> </ol> </li> <li>This applies no matter where the Injury, Illness or Clinical sign(s) occurred or happen in, or on, Your Pet's body.</li> <li>This is regardless of whether or not We place any Exclusion(s) for the Injury/Illness.</li> <li>A Condition from which Your Pet(s) may be suffering before the insurance cover started and which may have existed without Your knowledge i.e. (but not limited to) a latent, genetic or hereditary disease, Injury or deformity.</li> <li>For the avoidance of doubt when referring to Pre-Existing Conditions, any Bilateral Conditions will be deemed to be a Pre-Existing Condition and both will be excluded from cover.</li> </ul>

Premium	means the cost of <b>Your</b> insurance including any fees and taxes specified on <b>Your Certificate of Insurance</b> .
Routine or Preventative Treatment	means care or <b>Treatment</b> such as check-ups and procedures that are designed to prevent <b>Illnesses</b> or <b>Injury</b> from occurring. These include annual physical examinations and check-ups, vaccinations, worm prevention medication; routine beak trimming; nail/claw clipping; flea; tick; mite and other internal/external parasite prevention; removal of misaligned or retained deciduous teeth.
Terrorism	means an act, whether or not including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.
Treatment	means Veterinary Treatment or Alternative or Complementary Treatment.
The Insured, You, Your	means the person or organisation named on <b>Your Certificate of Insurance</b> .
Vermin	means but not limited to the following feral, wild animals including, but not limited to - Rats, Mice, Foxes, Cats, Dogs, Stoats, Weasels and Ferrets.
Vet	means a registered Veterinarian, Specialist Veterinarian, <b>Veterinary Practice</b> , clinic, hospital, centre including referral hospitals, licensed to practice in <b>Australia</b> , other than a <b>Vet</b> who may be <b>The Insured</b> .
Veterinary Fees	means the amount <b>Vets</b> in general or referral practices usually charge.
Veterinary Treatment	<ul> <li>means the cost of the following when required to treat an Illness or Injury:</li> <li>Any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a Vet, a veterinary nurse or another Member of a Veterinary Practice under the supervision of a Vet, and</li> <li>Any medication legally prescribed by a Vet,</li> <li>Any surgery, essential hospitalisation, nursing and/or the application of medicines provided by a qualified Vet in respect of an Accident to, or Illness in Your Pet(s).</li> <li>This does not include general consultations, health checks, vaccinations, or the administering of un-prescribed drugs.</li> </ul>
Veterinary Practice	means any veterinary service provided by a veterinary organisation or business.
Waiting Period	means a period of twenty-one (21) days starting from the commencement date of the <b>Policy</b> (excluding renewals) as shown on <b>Your Certificate of Insurance</b> during which an <b>Illness</b> or <b>Condition</b> that first occurs or shows <b>Clinical signs</b> will be excluded from cover unless otherwise stated on <b>Your Certificate of Insurance</b> . The twenty-one (21) day <b>Waiting Period</b> will cease at 00.01 on the twenty second (22nd) day of cover.
We, Us, Our	Means <b>Petcover Aust.</b> Pty Ltd. acting on behalf of <b>Sovereign Insurance Australia</b> , the Insurer of the <b>Policy</b> .
Your Pet	means the animal(s) named or otherwise identified on Your Certificate of Insurance.

## **General Conditions**

Conditions of the Policy	You must comply with the general Conditions and special Conditions to have the full protection of the Policy. If You do not, and the Condition You have not kept to relates to a claim, We may refuse or reduce the amount We pay under the claim.
Caring for Your Pet	<ul> <li>Throughout the Period of Insurance You must take all reasonable steps to maintain Your Pet's health and to prevent Injury, Illness and loss.</li> <li>a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what would be reasonable Routine or Preventative Treatment, the details will be referred to an independent pet specialist or an independent Vet mutually agreed upon.</li> <li>b. For any Mammals You must arrange and pay for Your Pet to have a yearly Dental examination and to receive any oral Treatment normally recommended by a Vet to prevent Illness or Injury. Any Dental Treatment recommended as a result of the Dental examination must be carried out as soon as possible. If You do not comply with this obligation, then We may refuse or reduce the amount We pay in respect of any claim which related to Dental Treatment under the claim.</li> <li>c. You must keep Your Pet vaccinated against any disease Your Vet has recommended Your Pet be vaccinated against. If You do not keep Your Pet vaccinated, We may refuse or reduce the amount We pay under any claim that relates to a disease that could have been prevented if Your Pet was vaccinated against.</li> <li>d. You must arrange for a Vet to examine and treat Your Pet as soon as possible after it shows Clinical signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness. If We decide, You must also take Your Pet to Our Vet.</li> <li>e. You must keep Your Pet in appropriate enclosures, cages or vivariums with adequate heating and ventilation. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent pet specialist or an independent Vet mutually agreed upon.</li> </ul>
Claims Pre-authorisation	We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.
Required Information	When <b>You</b> make a claim <b>You</b> agree to give <b>Us</b> any information <b>We</b> may reasonably ask for.
Vets Information	You agree that any Vet has Your permission to release to Us any information We ask for about Your Pet. If the Vet makes a charge for this, You must pay the charge. We will provide any information to a Vet who has treated or is asked to treat Your Pet any information about Your insurance.
Legal Rights Against Others	If there is any other insurance under which <b>You</b> are entitled to make a claim <b>You</b> must report the incident to that insurance company and tell <b>Us</b> their name and address and <b>Your Policy</b> and claim number with them. To the extent permitted by law, <b>We</b> will only pay <b>Our</b> share of the claim.  If <b>You</b> have any legal rights against another person in relation to <b>Your</b> claim, <b>We</b> may take legal action against them in <b>Your</b> name at <b>Our</b> expense. <b>You</b> must give <b>Us</b> all the help <b>You</b> can and provide any documents <b>We</b> ask for.
Claims, Paid Direct to Vet	If <b>We</b> agree for a claim payment to be paid directly to <b>Your Vet</b> and <b>You</b> allow this, then if the <b>Vet</b> , who has treated <b>Your Pet</b> or is about to treat <b>Your Pet</b> , asks for information about <b>Your</b> insurance that relates to a claim, <b>We</b> will tell the <b>Vet</b> what the insurance covers, what <b>We</b> will not pay for, how the amount <b>We</b> pay is calculated and if the <b>Premiums</b> are paid to date.

## If the Veterinary Fees You are charged are higher than the Veterinary Fees normally charged by a general or referral Practice, We reserve the right to request a second opinion from Our **Claims, Vet Fee Charges** Vet as to whether the fees are reasonable. If Our Vet does not agree that the Veterinary Fees charged are reasonable We may decide to pay only the Veterinary Fees usually charged by a general or referral **Practice** in a similar area as determined by **Our Vet**. If We consider the Veterinary Treatment Your Pet receives may not be required, or may be Excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral Practices, We reserve the right to request a second **Claims, Over Treatment** opinion from Our Vet. If Our Vet does not agree that the Veterinary Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment that was necessary to treat the Injury or Illness, as determined by Our Vet. When We settle Your claim, We reserve the right to deduct from the claim amount any Claims, Settlement amount due to Us. You can cancel Your Policy by calling Us on 1300 731 324 or writing to Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date. **Cancelling Your Policy** However, If **We** pay any claim, whether by settlement, compromise or otherwise, then no refund of **Premium** will be allowed. Cancellation of the insurance by **Us** does not affect the **Treatment** of any claim arising under the insurance in the period before cancellation. You may cancel the Policy at any time by notifying Us. The following cancellation rights by You and **Us** apply: Cancellation by **You** within the cooling-off period: This insurance has a cooling-off period of twenty-one (21) days from the later of: a. The date You purchase the Policy; or b. The start of the Period of Insurance If You cancel this insurance within the cooling-off period, We will provide a full refund of the Premium paid unless You have made a claim or there has been an event that could result in a claim being made. This refund will be a proportionate amount based on the number of days Your Policy was in force. If We pay a claim whether by settlement, compromise or otherwise, no refund of **Premium** will be allowed. Cancellation by **You** after the cooling-off period. **Cancellation rights** If You cancel this insurance outside the cooling-off period, provided You have not made a claim, or there has not been an event that could result in a claim, You will be entitled to a refund of the **Premium** Paid. This refund will be a proportionate amount based on the number of days **Your Policy** was in force. Cancellation by **Us**. We may cancel this insurance by giving You fourteen (14) days' notice in writing to the address last notified to Us. We will only do this for a valid reason, examples of which are: Non-payment of **Premium**; A change in risk occurring which means that We can no longer provide You with insurance

cover;

Failure to comply with a provision of the **Policy**;

- Non-cooperation or failure to supply any information or documentation We request;
  - Misrepresentation to **Us** during negotiations prior to the issue of the **Policy**;
  - Making a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**;
  - Threatening or abusive behaviour or the use of threatening or abusive language towards our staff.

If **We** cancel this insurance, provided **You** have not made a claim, **You** may be entitled to a refund of the **Premium** Paid. This refund will be a proportionate amount based on the number of days **Your Policy** was in force.

If **We** pay any claim, whether by settlement, compromise or otherwise, then no refund of **Premium** will be allowed. Cancellation of the insurance by **Us** does not affect the Treatment of any claim arising under the insurance in the period before cancellation.

If the **Policy** is cancelled or comes to an end for any reason all cover for **Your** Pet will stop on the date and time the cancellation becomes effective and no further claims will be paid.

#### **Paying Your Premium**

- a. If **You** pay by monthly instalments and **You** do not pay an instalment on time, **We** will let **You** know, and **We** will try to deduct the overdue amount along with **Your** next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, **We** will cancel **Your Policy** for non-payment. **We** will send **You** a notice advising **You** of cancellation and cancellation will be effective 14 days from the date on this notice. So, it's important that **You** pay **Your** instalments on time. If **You** can't, **You** should get in touch with **Us** immediately.
- b. If the **Policy** is cancelled by **Us** because **You** have not paid the premium **We** may agree to reinstate the **Policy** if **You** pay all premiums due.
- c. If You pay Your Premium annually and We have not received Your Premium by the due date, We will let You know and provide You the opportunity to pay the outstanding amount. If We do not receive payment within 21 days of the due date, We will cancel the Policy on or following the date specified on the cancellation notice.
- d. When **We** settle **Your** claim, **We** will deduct from the claim, any amount due to **Us**.

### Changes at renewal

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

- a. Change the **Premium, Excesses** and **Policy** Terms and **Conditions.**
- b. Place **Exclusions** because of **Your Pet's** claims and Veterinary history.
- c. Limit or withdraw Third Party Liability cover based on a review of **Your Pet's** behaviour, for example, any aggressive tendencies shown or any incidents where **Your Pet** has caused **Injury** to a person or another animal.

#### **Upgrading cover**

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

## **Chnages during the Period of Insurance**

We will not change the cover We provide for Your Pet during the Period of Insurance, unless:

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

	d. If <b>You</b> transfer <b>Your</b> Pet to a plan with additional or higher benefit limits at renewal, the additional or higher benefits will not apply if the <b>Condition</b> being claimed for first occurred prior to the change in the level of cover.
Exclusions applicable to Your Pet	<ul> <li>Any Injury/Illness which occurred before Your Pet's cover started is a Pre-Existing Condition which will never be covered by Your insurance</li> <li>Any Accident/Injury which occurs in the first Three (3) days of cover Waiting Period); and/or</li> <li>Any Illness which starts in the first Seven (7) days of cover (Waiting Period);</li> <li>In addition to the Exclusions set out in these Terms and Conditions, the Policy does not cover any amount that results from an Injury, Illness or incident which is shown as excluded on Your Certificate of Insurance.</li> </ul>
Claimable Period	This <b>Policy</b> covers an <b>Injury</b> or <b>Illness</b> for a period of <b>Twelve (12) Months</b> only. The <b>Twelve (12) Months</b> starts on the date the <b>Injury</b> first happened after <b>Your Pet's</b> cover started, or the first <b>Clinical Sign</b> of the <b>Illness</b> or <b>Condition</b> occurring or existing in any form, after the conclusion of the <b>Waiting Period</b> . After this <b>Twelve (12) Months</b> period <b>We</b> will not cover any further claims for that or any related <b>Injury</b> or <b>Illness</b> .
Policy Limits	Limits apply to items covered by <b>Your Policy</b> . <b>You</b> should read the <b>Policy</b> carefully so that <b>You</b> are aware of what limits may be applicable to <b>You</b> in the event of a loss.
Travel Cover	Some sections of <b>Your Policy</b> provide cover whilst <b>Your</b> Pet is on a <b>Journey</b> . While <b>Your</b> Pet is outside <b>Australia You</b> must follow the <b>Conditions</b> of any pet travel regulations currently in force at the time. <b>You</b> agree to pay translation costs for any claim documentation not written in English. Any claims will be paid in <b>Australian</b> Dollars.
Jurisdiction	This insurance contract is subject to the laws of <b>Australia</b> and the exclusive jurisdiction of the courts of <b>Australia</b> . Unless <b>We</b> agree otherwise, the language of the <b>Policy</b> and all communications relating to it will be in English.
Your Residence	Your Pet must live in Australia. If Your address, or the address of Your Pet, changes You must advise Us as soon as possible as this may affect the insurance cover provided.
Fraudulent Claims	If <b>You</b> submit a fraudulent claim, or solicit <b>Your Vet</b> to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and <b>We</b> may cancel the <b>Policy</b> . <b>We</b> may also be entitled to reclaim any payments already made to <b>You</b> in respect to such claims and <b>We</b> may retain <b>Your Premium</b> .
Transferring Insurance	This insurance is not transferrable.
Your Age when cover starts	You must have been over the age of eighteen (18) at the time You purchased this insurance.
Sanctions	No (re)Insurer shall be deemed to provide cover and no (re)Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Australia, European Union, United Kingdom or United States of America.

## **General Exclusions**

Insurance is not intended to cover every single occurrence; in fact, there are some circumstances that this **Policy** will not provide insurance cover for. For example, under all sections of **Your Policy**, **We** do not pay for:

- 1. A Condition specifically excluded on Your Certificate of Insurance.
- 2. Any pet(s) aged within the following age limits at the commencement of **Your** insurance:
  - a. Bird(s) not less than Twelve (12) weeks of age and not over Twenty-five (25) years.
  - b. Reptile(s) not less than Eight (8) weeks of age and not over Fifteen (15) years.
  - c. Turtles/Tortoise(s) not less than Twelve (12) weeks of age or over the age of Fifty (50) years.
  - d. Mammal(s) not less than Eight (8) weeks of age or over the age of Five (5) years.
- 3. Cost of Routine or Preventative Treatment.
- Cost of Elective Surgery or Treatment.
- Any amount due to an Injury or Illness caused by Your other pets, the pets of anyone living with You, or any other animal in Your care, or any animal visiting Your premises.
- 6. Any pet being used for a commercial purpose or kept on a commercial premises for a period longer than **thirty (30) days** unless agreed by **Us** and detailed on **Your Certificate of Insurance**.
- 7. Any amount due to polytetrafluoroethylene fumes.
- 8. Any amount arising from an attack by Vermin. (This does not apply to birds of prey injured whilst hunting).
- 9. The cost of treating any **Injury** or **Illness** or other bodily **Injury** or **Illness** caused by, arising out of, or in any way connected with a malicious act, deliberate **Injury** or bodily **Injury** or gross negligence caused by **You** or a member of **Your Family** or anyone living with **You** or acting with **Your** express or implied consent.
- 10. Any amount due to statutory quarantine.
- 11. Any pandemic or epidemic disease that causes widespread Illness, death or destruction affecting pets.
- 12. Any animals that are banned by any Australian Government, Public or Local Authority.
- 13. Any pet declared as a dangerous animal by a Government Authority.
- 14. Any pet that must be registered under the applicable legislation dealing with dangerous animals.
- 15. Any amount caused by, arising out of or in any way connected with **Your Pet** being confiscated or destroyed by any Government or Public or Local Authority or any person or Body having the jurisdiction to do so.
- 16. Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on **Your Pet**.
- 17. Any amount caused by, arising out of or in any way connected with **You** breaking **Australia** animal health or importation laws or regulations.
- 18. Loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from nuclear explosion, reaction, radiation, fallout or contamination by radioactivity.
- 19. Loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 20. Loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - c. any chemical, biological, bio-chemical, or electromagnetic weapon; or
  - d. Terrorism,
  - e. any action taken in controlling, preventing, suppressing, or in any way relating to 20a. and/or 20d.
- 21. Your legal liability for payment of compensation in respect of:
  - a. death, bodily **Injury** or **Illness**, and/or
  - b. physical loss or damage to property,
  - except to the extent You have such cover under the Third Party Liability section of this Policy.
- 22. Any legal costs, expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament unless where required under the **Third Party Liability** section of this **Policy**.
- 23. Any amount resulting from an **Illness** that **Your Pet** contracted while outside **Australia** or the **Agreed Countries**, that it would not normally have contracted in **Australia** or the **Agreed Countries**.
- 24. Any **Journey You** take **Your Pet** on against a **Vet's** advice.
- 25. Additional Exclusions and Policy limits may apply to Your Policy. For full details of all relevant Policy limits and Exclusions You must read Your Certificate of Insurance and the General Exclusions to all sections and also to the specific Exclusions to each section under the heading "What We will not pay".

## Cover

At **Petcover Australia** Ltd, **We** are proud of the insurance cover **We** provide for pets. In return for the payment of **Your Premium**, **We** will provide cover in the following sections if they are shown on **Your Certificate of Insurance**. The cover applies within **Australia** and any **Journey** undertaken during the **Period of Insurance**.

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

#### Section 1 – Veterinary Fees

Cover will be provided under this section within the Geographical Limits of Australia only.

#### What We Will Pay

- 1. The cost of fees incurred for the **Treatment Your Pet** has received to treat an **Injury** and/or **Illness** up to the **Maximum Benefit** as stated on **Your Certificate of Insurance**. The Maximum Benefit stated in Your Certificate of Insurance is the total amount **We** will pay for all claims during the **Period of Insurance**.
- We will also pay as part of and not in addition to Your Veterinary Fees Maximum Benefit, the cost of Alternative and Complementary Treatments and Physiotherapy to treat an Injury and/or Illness, when referred and endorsed by Your Vet.
- 3. We will also pay as part of and not in addition to Your Veterinary Fees Maximum Benefit, up to \$100 for veterinary consultations/visits or prescribed medications needed to carry out the procedure of having Your Pet put to sleep, including cremation or burial or disposal costs following Your Pet being put to sleep by a Vet.
- 4. **Illness** and **Injury** is covered for **Twelve (12) Months**, starting from the date during the **Period of Insurance** the **Injury** happened, or the **Clinical signs** of the **Illness** first occurred. Payments will continue for **Twelve (12) Months** or until the **Maximum Benefit** is reached, whichever happens first.
- 5. 90% of the total cost of **Veterinary Treatment** if **Your Pet** is referred to a specialist referral centre by the original treating **Vet. You** are required to pay 10% of the total cost of **Veterinary Treatment** by the specialist referral centre in addition to any Excess stated on **Your Certificate of Insurance**.
- 6. 50% of the total cost of **Dental Treatment** in **Mammals**. You are required to pay 50% of the total cost of **Dental Treatment** for **Mammals** in addition to any **Excess** stated on **Your Certificate of Insurance.**
- 7. We will also pay as part of and not in addition to **Your Veterinary Fees Maximum Benefit, Eligible Veterinary Fees** incurred for diagnostic examination carried out by a **Veterinarian** by means of Magnetic Resonance Imaging (MRI).

#### What You Pay

For each **Illness** or **Injury** that is treated during the **Period of Insurance** and which is not related to any other **Illness** or **Injury** treated during the same **Period of Insurance**, **You** must pay the **Excess** shown on **Your Certificate of Insurance**. **You** also pay a percentage of the total costs of **Veterinary Treatment** if **Your Pet** is referred to a specialist referral centre.

#### What We Will Not Pay

- 1. Any amount which exceeds the **Maximum Benefit** for this section, or which will result in the **Maximum Benefit** being exceeded.
- 2. The cost of any **Treatment** for a **Pre-Existing Condition Treatment** during the first **Twelve (12) Months** of **Your** Pet's insurance unless otherwise stated on **Your** Certificate of Insurance.
- 3. The costs of any **Treatment** for the first **Twelve (12) Months** of **Your** Pets insurance unless otherwise stated on **Your** Certificate of Insurance for:
- a. an **Injury** that happened or an **Illness** that first showed **Clinical signs** before **Your** Pet's cover started; or,
- b. an **Injury** or **Illness** that is the same as, or has the same diagnosis or Clinical Sign as an **Injury**, **Illness** or Clinical Sign **Your** Pet had before its cover started; or.
- c. an **Injury** or **Illness** that is caused by, relates to or results from an **Injury**, **Illness** or **Clinical signs Your** Pet had before its cover started, no matter where the **Injury**, **Illness** or **Clinical signs** occurred or happened in, or on **Your** Pet's body.
- 4. The costs of any **Treatment** for the first **Twelve (12) Months** of **Your** Pets insurance unless otherwise stated on **Your** Certificate of Insurance for:
- a. an Illness or Injury that first showed Clinical signs within the Waiting Period of Your Pet's cover starting; or,

- b. an **Illness** or **Injury** which is the same as, or has the same diagnosis or **Clinical signs** as an **Illness** or **Injury** that first showed **Clinical signs** within the **Waiting Period** of **Your** Pet's cover starting; or,
- c. an Injury or Illness that is caused by, relates to or results from a Clinical Sign(s) that first occurred, or an Illness that first showed Clinical signs within the Waiting Period of Your Pet's cover starting, no matter where the Injury, Illness or Clinical signs occurred or happened in, or on Your Pet's body.
- 5. The cost of any Elective, Routine or Preventative **Treatment**, diagnostics or procedure, or any **Treatment** that **You** choose to have carried out that is not directly related to an **Injury** or **Illness**, including any complications that arise.
- 6. The cost of general health improvers including special food/diets, mineral supplements/vitamin supplements whether prescribed by a Vet or not.
- 7. Any costs for hibernation as a result of poor husbandry and where previously veterinary advice relating to hibernation has not been followed.
- 8. The cost of any **Treatment** in relation to **Your** Pet being or coming into season, breeding, pregnancy or giving birth.
- 9. The cost of more than two occurrences of egg binding throughout the pets life.
- 10. For the cost of **Treatment** for any Behavioural **Illness** if **Your** Pet's behaviour is caused by **You** failing to provide training.
- For the cost of Treatment for any Behavioural Illness relating to a mental or emotional disorder, including selfmutilation.
- 12. For the cost of any **Treatment** in connection with false pregnancy.
- 13. For the cost of any food, including food prescribed by a Vet, unless it is:
  - a. Used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months. A diagnostic test must be carried out to confirm the presence of the stones/crystals.
  - b. Liquid food, used for up to five (5) days while **Your** Pet is hospitalised at a **Veterinary Practice**, providing the Vet confirms the use of the liquid food is essential to keep **Your** Pet alive.
- 14. The cost of periodontics, **Dental** check-ups, Comprehensive Oral Health Assessment and **Treatment** (COHAT), **Dental** x-rays, **Dental** prophylaxis, **Dental** scale and polish or teeth cleaning, gingival curettes, gingival hyperplasia, removal of plaque or calculus or periodontal surgery.
- 15. The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 16. Any cost relating to orthodontics, malocclusion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior crossbite, overbite, brachygnathia, open bite or level bite.
- 17. For the cost of a postmortem examination.
- 18. Any costs or putting Your Pet to sleep unless it was necessary for humane reasons and to stop incurable suffering.
- 19. For costs resulting from an Injury or Illness that are excluded under the Policy.
- 20. For the cost of a house call unless the Vet confirms that **Your** Pet is suffering from a serious **Injury** or **Illness** and that moving **Your** Pet would either endanger its life or significantly worsen the serious **Injury/Illness**, regardless of **Your** personal circumstances.
- 21. For extra costs for treating **Your** Pet outside usual surgery hours; unless the Vet confirms an emergency, consultation is essential, regardless of **Your** personal circumstances.
- 22. For the cost of any additional veterinary attention required because **You** are unable to administer medication or **Your** personal circumstances.
- 23. For the cost of hospitalisation and any associated **Treatment**, unless the Vet confirms **Your** Pet must be hospitalised for essential **Treatment**, regardless of **Your** personal circumstances.
- 24. For any costs for treating an **Illness** or **Injury** after the last day of the **Period of Insurance**, unless a further **Period of Insurance** has been entered into by **You** and **Us**, in which case the costs may be paid under the new **Policy** entered into with **Us**.
- 25. Any costs for Alternative or Complementary **Treatment** or **Veterinary Treatment** that does not improve the health or wellbeing of **Your** Pet.
- 26. For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 27. For the cost of any surgical items that can be used more than once.
- 28. The cost for **Your** Vet to write a prescription, charge a dispensing fee, charge administration fees or a claim form completion fee.
- 29. Any claim where the full medical history is not provided when requested.
- 30. Any bulk purchase of medicines that can't be used in full by the end of the current Policy period.
- 31. Any prolonged course of veterinary medicines, Alternative or Complementary Treatments for more than three (3) months if there is a veterinary operation that would have improved or cured the **Condition Treatment** unless agreed by **Us**. The maximum payment will be limited to the equivalent cost of the operation.
- 32. For the cost of any **Treatment** if a claim has not been submitted within **Twelve (12) Months** of **Your** Pet receiving **Treatment**, **We** may refuse or reduce the amount **We** pay to the extent that **We** are prejudiced by the late notification

- of the claim.
- 33. Any medicines that have not been approved by The Veterinary Medicines Regulations (VMR) or where there is no evidence to support the usage of this medicine for this **Condition Treatment**.
- 34. The cost of the following procedures; experimental Treatments, or therapies; prosthetics or orthopaedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody cancers, stem cell therapy, organ transplants, gene therapies, probiotics, **Dental** vaccines, cold laser Treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), any drugs not used in accordance with the manufacturers recommendations.
- 35. For the cost of any **Treatment** while on a **Journey** if a Vet believes it can be delayed until **Your** Pet returns Home.

#### **Special Conditions for Veterinary Fees**

The maximum amount **We** will pay for the cost of **Treatment** for **Injury** and/or **Illness** is the **Maximum Benefit** that applies on the date the **Injury** happened or the date the **Clinical signs** of the **Illness** first occurred, provided the relevant date falls within the **Period of Insurance**, subject to **Exclusions** of the **Policy** and less the applicable **Excess**.

- 1. If the claim includes medication, these costs will be subject to the **Maximum Benefit** that applies on the date the medication will be used.
- 2. If **We** receive a request to pay the claim settlement direct to a **Veterinary Practice**, **We** reserve the right to decline this request.
- 3. We may refer Your Pet's case history to Our Vet and if We request, You must arrange for Your Pet to be examined by Our Vet.
- 4. If **You** decide to take **Your Pet** to a different **Vet** for a second opinion because **You** are unhappy with the diagnosis or **Treatment** provided, **You** must tell **Us** before **You** arrange an appointment with the new **Vet**. If **You** do not, **We** will not pay any costs relating to the second opinion. If **We** request, **You** must use **Our Vet We** choose. If **We** decide the diagnosis or **Treatment** currently being provided is correct, **We** will not cover any costs relating to the second opinion.
- 5. It is **Your r**esponsibility to ensure the **Veterinary Practice** is paid within the required time frame:
  - a. If an additional charge is added to the cost of **Treatment** due to the late payment of fees, **We** will deduct this charge from the claim settlement.
  - b. If the **Veterinary Practice** provides a discount for paying the cost of **Treatment** within a certain time frame, **You** must provide payment within this time frame. If **You** do not, **We** will deduct the discount, which would have been provided, from the claim settlement.
- 6. We will require fully itemised invoices for all Veterinary Treatment.

### Section 2 - Advertising and Reward

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

#### What We Will Pay

If **Your** Pet is stolen or goes missing during the Period of Insurance:

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

#### What You Pay

- 1. Any amount which exceeds the **Maximum Benefit** for all incidents covered under the relevant section or which will result in the **Maximum Benefit** being exceeded for all incidents during the Period of Insurance.
- 2. Your Excess as detailed in Your Certificate of Insurance.

#### What We Will Not Pay

- 1. For any reward that **We** have not agreed before **You** have advertised it.
- 2. For any reward not supported by a signed receipt giving the full name, address and telephone number of the person who found **Your** Pet.
- 3. Any reward paid to:
  - a. member of **Your Family** or any person living with **You** or employed by **You**, including any person travelling with **You** during **Your Journey**.

- b. the person who was caring for **Your Pet** when it was lost or stolen.
- c. the person who stole **Your Pet** or any person who is in collusion with the person who stole **Your** Pet.
- 4. Any amount if a claim has not been submitted within **Twelve (12) Months** of **Your Pet** going missing, to the extent that **We** are prejudiced by the late notification of the claim.
- 5. If **Your Pet** is stolen or goes missing during **Your Journey**:
  - a. More than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
  - b. Any amount if the cost of accommodation is at a property owned by You or Your Family.
- 6. Any amount unless there is some official documentation to certify the theft or loss was reported to the police or the shipping, or aircraft operator if the loss or theft happened while **You** were travelling with them.

#### **Special Conditions for Advertising and Reward**

- 1. You must as soon as possible take all reasonable steps to find or recover Your Pet. You must take the following steps:
  - a. As soon as possible of **You** discovering **Your** Pet is stolen or lost, **You** must tell the appropriate authority and obtain written confirmation of **Your** report. Depending on where **You** live the appropriate authority may be **Your** local Council or the police. If **Your** Pet is microchipped **You** must also contact **Your** microchip provider and Vet to advise that **Your** Pet is stolen or missing.
  - b. Tell all the Vets and local rescue centres within a reasonable distance of the area where **Your** Pet was last seen, within

five (5) days of Your Pet going missing; and

- c. If Your Pet has not been found within ninety (90) days, fill in a claim form and return it to Us as soon as possible.
- d. If **Your** Pet was lost or stolen while being transported by a shipping agent or aircraft, **You** must as soon as possible report the loss to the operator and obtain written confirmation of **Your** report. There are other actions **You** can take, which although are not requirements of this insurance, may help to improve the chances of **Your** Pet returning Home.
  - This includes notifying all Vets, local rescue centres, distributing flyers, do a letterbox drop in the area **Your** Pet went missing and searching the local area; **We** are happy to share useful tips with **You** if **You** contact **Us**.
- 2. **You** must obtain **Our** approval before advertising a reward; if not, the cost of the reward will not be covered by the **Policy**.
- 3. **You** must provide **Us** with a receipt(s) for any amount which **You** are claiming for. Any costs not supported by a receipt will not be covered under this section.
- 4. We will require fully itemised invoices for any costs arising from advertising and reward cover.

#### Section 3 – Third Party Liability

Cover under this section applies in Australia only.

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

#### What We Will Pay

**Your** legal liability for payment of compensation in respect of:

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

We will also pay as a part of and not in addition to **Your Maximum Benefit**, the legal costs and expenses **You** incur for a legal liability claim covered under this Section with **Our** consent for which **You** are legally liable, plus the cost of any lawyers **We** appoint.

All Accidents of a series consequent upon or attributable to one source or original cause are treated by **Us** as one Accident. This cover applies in respect of an Accident occurring anywhere in Australia. The maximum amount **We** will pay for each claim under this Section 3 – Third Party Liability Cover under this **Policy** is \$1,000,000. Where permitted by law, this limit will be reduced by any amount paid under any other insurance **You** have with **Us**, that provides cover for the same liability, loss, Accident, occurrence or incident.

#### **What You Pay**

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

#### What We Will Not Pay

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

- 1. **You** must not admit responsibility, agree to pay any claim or negotiate with any person following an incident which may give rise to claim under this section.
- 2. **You** must as soon as possible send **Us** any writ, summons or legal documents **You** receive and **You** or any other person on **Your** behalf must not respond to any of these documents.
- 3. **You** agree to provide **Us** with any information connected with the claim **We** reasonably ask for including details of **Your** Pet's history.
- 4. **You** agree to tell **Us** or help **Us** find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- 5. You must allow Us to take charge of Your claim and allow Us to prosecute in Your name for Our benefit.
- 6. If more than one of the pets insured under the **Policy** are involved in, or contribute towards, an **Accident** which is covered under this section only one **Maximum Benefit** will apply to the **Accident** for all of the pets. This means that if:
  - a. The pets involved all have the same **Maximum Benefit**; the most **We** will pay for the **Accident** is that **Maximum Benefit**. For example, if all of the pets insured each have a **Maximum Benefit** of \$1 million, **We** will pay no more than \$1 million for the **Accident**.
  - b. If pets involved (all owned by **You**, but some are uninsured) **We** will pay no more than a pro ratio portion of the total amount of the claim, up to the **Maximum Benefit**.
- 7. If a business or a professional is being paid to care for Your Pet in any way (for example, but not limited to a pet minder,
  - a trainer) it is **Your** responsibility to:
  - a. Make sure the business/person has the appropriate Third-Party Liability insurance cover, and
  - b. Tell them if **Your Pet** has any behavioural problems or requires any special handling so they are able to handle **Your Pet** in an appropriate manner.

#### Section 4 - Death from Illness or Injury

Cover under this section applies in Australia only.

This section is an **Optional Extra Benefit** and only applies if it is shown as covered on **Your Certificate of Insurance**.

#### What We Will Pay

The price **You** paid for **Your** Pet, up to the **Maximum Benefit**, if it either dies or has to be put to sleep by a **Vet** during the **Period of Insurance** as a result of an **Injury** caused by an **Accident** or **Illness**. If **You** have no formal proof of how much **You** paid for **Your Pet**, **We** will pay the Market Value or purchase price, whichever is less. If **You** did not pay for **Your Pet We** will pay the Market Value.

#### What You Pay

The Excess shown on Market Your Certificate of Insurance.

#### What We Will Not Pay

- 1. Any amount which exceeds the **Maximum Benefit** for the relevant section, or which will result in the **Maximum Benefit** being exceeded.
- 2. The Excess as detailed in Market Your Certificate of Insurance.
- 3. Any amount if the death results from an **Injury** or **Illness** that happened prior to the **Period of Insurance**.
- 4. Any amount if **Your Pet's** death results from a **Pre-Existing Condition** during the first **Twelve (12) Months** of **Your Pet's** insurance unless otherwise stated on **Market Your Certificate of Insurance**.
- 5. Any amount if Your Pet's death results from an Illness or Injury which starts in the Waiting Period.
- 6. Any amount unless **Your** Vet confirms it was not humane to keep **Your** Pet alive because it was suffering from an **Injury** that could not be treated or an incurable **Illness**.
- 7. Any amount if the death results from breeding, pregnancy or giving birth.

- 8. Any amount if a claim has not been submitted within **Twelve (12) Months** of **Your Pet's** death, to the extent that **We** are prejudiced by the late notification of the claim.
- 9. Any amount if the death results from an **Injury** or **Illness** specified as excluded on **Market Your Certificate of Insurance** or generally not covered within these terms and **Conditions**.
- 10. Any amount if the death results from fire, wind, storm, lightning, or flood.

#### Special Conditions for Death from Illness or Injury

- You must provide in the event of a sudden or unexplained death or if Your Pet dies within the first Twelve (12) Months
  of the insurance cover a postmortem report at Your own expense. In all other cases of death, We require a death
  certificate from a Vet.
- 2. **We** would also require **Your** Pets original purchase receipt from where **You** bought **Your** Pet, where applicable; **We** will not pay for this information

#### Section 5 – Loss from Theft, Fire or Weather Perils

Cover under this section applies in Australia only.

This section is an **Optional Extra Benefit** and only applies if it is shown as covered on **Your Certificate of Insurance**.

#### What We Will Pay

The price **You** paid for **Your** Pet, up to the **Maximum Benefit**, if it either dies or has to be put to sleep by a **Vet** during the **Period of Insurance** as a result of an Injury caused by an **Accident** or **Illness**. If **You** have no formal proof of how much **You** paid for **Your Pet**, **We** will pay the Market Value or purchase price, whichever is less. If **You** did not pay for **Your Pet We** will pay the Market Value.

#### What You Pay

The Excess shown on Your Certificate of Insurance.

#### What We Will Not Pay

- 1. Any amount which exceeds the **Maximum Benefit** for the relevant section, or which will result in the **Maximum Benefit** being exceeded.
- 2. Any amount if **You** or the person looking after **Your Pet** has freely parted with it, even if tricked into doing so, unless anyone was looking after or transporting **Your Pet** in return for money, goods or services.
- 3. Any amount if a claim has not been submitted within **Twelve (12) Months** of **Your Pet** being stolen or going missing, to the extent that **We** are prejudiced by the late notification of the claim.
- 4. Any amount in the event of escape or mysterious disappearance (unless by a weather peril).
- 5. Theft from an unattended vehicle or from an unattended stand at a show or exhibition.
- 6. Theft or loss from an alcohol licensed premises.
- 7. Theft or loss from an address **Your Pet** has been living at for longer than thirty (30) days which is not the address on **Your** Certificate of Insurance.

#### Special Conditions for Death from Illness or Injury

- 1. As soon as possible of You discovering Your Pet is stolen, You must tell the appropriate authority and obtain written confirmation of Your report. Depending on where You live the appropriate authority may be Your local Council or the police. If Your Pet is microchipped You must also contact Your microchip provider and Vet to advise that Your Pet is stolen or missing.
- 2. No settlement will be made for loss of **Your Pet** by theft until ninety (90) days after the incident is reported to **Us** and then only in the event that **Your Pet** is not recovered.
- 3. To claim for theft, cover the following security requirements must be in place if Your Pet is kept outside:

- a. Single pet or collection of pets insured, valued up to \$1,500; All openings to the enclosures must be protected by closed shackled high tensile steel padlocks.
- b. Single pet or collection of pets insured, valued between \$1,501 and \$10,000; All openings to the enclosures must be protected by closed shackled high tensile steel padlocks. Enclosures must be constructed to a standard suitable to prevent theft or escape of **Your** Pets. Security lighting must be operational continuously covering the enclosure. Enclosure must be recorded continuously by CCTV including Day & Night Vision and must be powered by wires connected to a mains power system, **We** will require a copy of this in the event of a claim.
- c. Single pet or collection of pets insured, valued over \$10,001; Please refer to **Your** Certificate of Insurance for security requirements which will apply.
- 4. To submit a claim for theft or loss **You** must have advertised the loss of **Your Pet** for at least ninety (90) days and when **You** claim **You** must provide **Us** with evidence showing the advertising took place, the pet's original purchase receipt from where **You** bought **Your Pet**, where applicable; **We** will not pay for this information.
- 5. If Your Pet has not been found within ninety (90) days, please fill in a claim form and return it to Us as soon as possible.
- 6. If the claim is paid the purchase receipt will not be returned to You.
- 7. If Your Pet is found or returns, You must repay the full amount We have paid You.
- 8. If the loss or theft happened during **Your Journey** please also send **Us** the booking invoice for **Your Journey** or any other official documentation to show the dates of **Your Journey**. Outside pet housing and/or enclosures must be constructed and maintained to a standard that will withstand normal weather perils. If there is a disagreement between **You** and **Us** in respect of normal weather perils, the details will be referred to an independent specialist/ loss adjuster mutually agreed upon. Both **You** and **Us** agree to accept the third party's decision.
- 9. **You** must maintain, where applicable, in accordance with the manufacturers recommendations all CCTV systems, fire extinguishers, smoke alarms, electrical wiring and appliances, security lights and locks and secure the premises where **Your Pet** is kept, when they are unoccupied and during the hours of darkness. All security systems must be fully operational at all times and activated when premises are unoccupied.
- 10. In the event of death by a weather peril, a Death Certificate issued by a Vet will be required.
- 11. In the event of death by fire, a Death Certificate by a Vet or verification by an independent third party e.g. fire officer is required.
- 12. If there have been any break-ins or attempted break-ins at the premises where **Your Pet** is kept within the **Twelve (12) Months** prior to the commencement of **Your Policy You** must have notified **Us** before **Your** cover commences.
- 13. You must as soon as possible take all reasonable steps to find or recover Your Pet. You must take the following steps:
  - a. Within twenty-four (24) hours of **You** discovering **Your Pet** is stolen, **You** must tell the appropriate authority and obtain written confirmation of **Your report**. Depending on where **You** live the appropriate authority may be **Your** local Council or the police.
  - b. Tell all the **Vets** and local rescue centres within a reasonable distance of the area where **Your Pet** was last seen, within five (5) days of **Your Pet** going missing; and
  - c. If Your Pet has not been found within ninety (90) days, fill in a claim form and return it to Us as soon as possible.
- d. If **Your Pet** was lost or stolen while being transported by a shipping agent or aircraft, **You** must as soon as possible report the loss to the operator and obtain written confirmation of **Your report**.
- e. There are other actions **You** can take, which although are not requirements of this insurance, may help to improve the chances of **Your Pet** returning **Home**. This includes notifying all **Vets**, local rescue centres, distributing flyers, do a letterbox drop in the area **Your Pet** went missing and searching the local area; **We** are happy to share useful tips with **You** if **You** contact **Us**.

### Section 6 – Loss from Not Returning whilst Flying.

Cover under this section applies in **Australia** only.

This section is an **Optional Extra Benefit** only available to birds of prey and only applies if it is shown as covered on **Your Certificate of Insurance**.

#### What We Will Pay

The price **You** paid for **Your Pet**, up to the **Maximum Benefit** as agreed and stated in **Your Certificate of Insurance**, if it is proven missing whilst flying during the **Period of Insurance** and is not recovered or does not return. If **You** have no formal proof of how much **You** paid for **Your Pet**, **We** will pay the **Market Value** or purchase price, whichever is less. If **You** did not pay for **Your Pet We** will pay the **Market Value**..

#### What You Pay

The Excess shown on Market Your Certificate of Insurance.

#### What We Will Not Pay

- 1. Any amount which exceeds the **Maximum Benefit** for this section, or which will result in the **Maximum Benefit** being exceeded.
- 2. Any amount in the event of escape or mysterious disappearance.
- 3. Any amount if a claim has not been submitted within Twelve (12) Months of Your Pet going missing.
- 4. Any amount if the loss happened prior to the **Period of Insurance**.
- 5. Any amount due to a loss which is excluded on **Your Certificate of Insurance** or generally not covered within these terms and Conditions.
- 6. Any amount if **Your** bird is not flown with telemetry tracking equipment.

#### Special Conditions for Death from Illness or Injury

- 1. Your Pet must be flown with telemetry tracking equipment.
- 2. No settlement will be made for loss of **Your Pet** until ninety (90) days after the incident is reported to **Us** and then only in the event that **Your Pet** is not recovered.
- 3. Any loss must be notified to **Us** as soon as possible after it occurs.
- 4. To submit a claim for theft or loss **You** must have advertised the loss of **Your Pet** for at least ninety (90) days and when **You** claim **You** must provide **Us** with evidence showing the advertising took place, the Pet's original purchase receipt from where **You** bought **Your Pet**, where applicable; **We** will not pay for this information.
- 5. If the claim is paid the purchase receipt will not be returned to You.
- 6. If Your Pet is found or returns, You must repay the full amount We have paid You.
- 7. You must as soon as possible take all reasonable steps to find or recover Your Pet. You must take the following steps:
  - a. Tell all the Vets and local rescue centres within a reasonable distance of the area where **Your Pet** was last seen, within five (5) days of **Your Pet** going missing; and
  - b. If **Your Pet** has not been found within ninety (90) days, fill in a claim form and return it to **Us** as soon as possible.

There are other actions **You** can take, which although are not requirements of this insurance, may help to improve the chances of **Your Pet** returning Home. This includes notifying all Vets, local rescue centres, distributing flyers, do a letterbox drop in the area **Your Pet** went missing and searching the local area; **We** are happy to share useful tips with **You** if **You** contact **Us**.

## Claiming

#### Making a claim

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

Claim payments will be made directly into **Your** bank account or by cheque, if another method of payment is required any costs incurred for administration will be deducted from the claim settlement.

#### How to claim

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

- 1. Downloading and completing a claim form from **Our** website: <u>www.petcovergroup.com/au/claims</u> or
- 2. Contact **Us** by telephone if **You** would like **Us** to send **You** a claim form; or
- 3. Claims for **Veterinary Fees** only may be lodged with **Your Vet** (if mutually agreed by **Your Vet**) and **We** will pay the **Veterinary Practice** directly. **You** will need to pay **Your Vet** the applicable **Excess**(es) and any non-claimable items.
- 4. Claims for Veterinary Fees must be notified to Us no later than Twelve (12) months after the Treatment date.
- 5. **We** will not guarantee on the phone if **We** will pay a claim. **You** must send **Us** a claim form that has been fully completed and **We** will then write to **You** with **Our** decision.
- 6. Contact Us as soon as possible about any incident that happens involving Injury to a person, another animal or property even if You don't believe a claim will be made against You at the time. Call Us on 1300 731 324 Monday to Friday 9am 5pm. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim. Any writ, summons or legal documents received by You need to be sent to Us as soon as possible. You must not respond to any of these documents.

Please send **Us** the following supporting documentation related to **Your** claim or incident:

## For Section 1 -Veterinary Fees

You will be required to complete a claim form in all instances, and You should telephone Us on Ph: 1300 731 324 or email info.au@petcovergroup.com as soon as possible You become aware of a potential claim, or alternatively You can download a claim form from Our website address. For payment Your Veterinary Practice/Surgeon must complete their section of the claim form and substantiate each claim with an invoice and clinical history detailing all Treatment administered and drugs prescribed. The completed claim form together with all relevant documentation e.g. Your Pet's clinical history should be returned to Us within six (6) months of the completion of the Treatment. If Your completed claim form is not returned to Us within six (6) months, it may affect the validity of Your claim or delay renewal terms being offered on Your insurance Policy.

For this section of cover, the Veterinary Practice must complete the relevant section of the claim form.

- a. Please send **Us** the fully itemised invoices from the Veterinary Practice which show what **You** are claiming for.
- b. When **You** make the first claim for **Your** Pet, **We** may obtain its full clinical history. The full clinical history is a record of all visits **Your** Pet has made to a Vet and this information will be obtained from each Veterinary Practice **Your** Pet has attended.
- c. Claims for certain Conditions may also require additional information about **Your Pet's** full clinical history. **We** will advise **You** if **We** need this once **We** receive **Your** claim form.
- d. For Veterinary Fees, if the claim is for Treatment in an Agreed Country, **You** need to provide the booking invoice for **Your** Journey or any other official documents which show the dates of **Your** Journey.

## For Section 2 -Death from Illness & Injury

If death cover is included in **Your** insurance **You** will be required to complete a claim form in all instances, and should telephone **Us** on Ph: 1300 731 324 or email info.au@petcovergroup.com as soon as possible **You** become aware of a potential claim, or alternatively **You** can download a claim form from **Our** website www.petcovergroup.com/au/make-a-claim. For payment, **Your** Veterinary Practice/ Surgeon must complete their section of the claim form, and **You** will be required at **Your** own expense, to support **Your** claim with either: a death certificate from the attending Vet confirming the death of The Insured Pet and identifying marks or features or, a full written post mortem report (see Section 4, Conditions 1). The completed claim form together with all relevant documentation should be returned to **Us** within (30) days of original notification of the claim. If **Your** completed claim form is not returned to **Us** within thirty (30) days, it may affect the validity of **Your** claim or delay renewal terms being offered on **Your** insurance **Policy** if **Your Policy** covered more than one pet.

Please send Us:

- a. The postmortem or death certificate from Your Vet,
- b. The purchase receipt from when You bought Your Pet,

#### **Sanctions**

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

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

The **Policy** is governed by the laws of **Australia**. Any dispute relating to the **Policy** shall be submitted to the exclusive jurisdiction of a **Australia** Court within the State or Territory in which the **Policy** was issued

#### **Service of Suit**

The **Insurer** agrees that in the event of a dispute arising under this **Policy**, the **Insurer** shall, at **Your** request, submit to the jurisdiction of any competent court in **Australia**. Such dispute will be determined according to the law and practice applicable to such court. Any summons, notice or process to be served upon the **Insurer** may be served upon the party identified below who has authority to accept service and enter an appearance on the **Insurer**'s behalf and are directed at **Your** request to give a written undertaking to **You** to enter an appearance on behalf of the **Insurer**:

#### **Sovereign Insurance Australia**

3801/3803 Pacific Highway Tanah Merah, QLD 4128, Australia

#### Language

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



By Telephone 1300 731 324

TTY users

**SMS Relay** 

(+61 3 9339 3333 if calling from overseas)

By Email info.au@petcovergroup.com

In Writing Petcover Aust. Ltd Customer Care

1-3 Smolic Court, Tullamarine, VIC 3043

Website petcovergroup.com/au

National Relay Service 1300 555 737 and ask for 1300 731 324

133 677 and ask for 1300 731 324

Contact 0423 677 767



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**Administrator** 

#### The Insurer

The Insurer of this **Policy** is Sovereign Insurance Australia Pty Ltd - Australia (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 3801/3803 Pacific Hwy, Tanah Merah Qld. Sovereign Insurance Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

