## **VetChat Group Pet Insurance**

# PawCare Cover



## **Group Policy Terms and Conditions**

Preparation Date: 27 March 2024.

This group insurance policy is issued to the Policyholder, VetChat Services Pty Ltd (ABN 96 616 786 997, AR 001299710) by the Insurer, PetSure (Australia) Pty Ltd (ABN 95 075 949 923, AFSL 420183)





## What is included in this document?

What is included in this document? 2 -
Introduction 3 -
Key policy information 4 -
About PetSure (Australia) Pty Ltd 4 -
About VetChat 4 -
Group Insurance Policy 5 -
Covered Person's access to the Group Insurance Policy
Summary of Benefits and Risks 6 -
Duty of Disclosure – for the Policyholder only (not applicable for Covered Persons) 7 -
If You do not tell Us something 7 -
Cost of the Policy – for the Policyholder only 7 -
Cooling off period – for the Policyholder only 8 -
Renewal Procedure – for the Policyholder only 8 -
Privacy Statement 8 -
The General Insurance Code of Practice (Code)
Goods and Services Tax (GST) 11 -
How to make a complaint 12 -
Financial Claims Scheme 13 -
Updating this document 13 -
Group Policy Terms and Conditions 14 -
The basis on which We provide cover 14 -
Section 1 – Definitions 14 -
Section 2 – Eligibility Criteria and Access to Cover
Section 3 – Cover 20 -
Section 4 – General Exclusions (what We do not cover)
Section 5 - General Conditions 23 -
Section 6 – Claims 25 -



## Introduction

PawCare

Where We have agreed to enter into the Policy with the Policyholder, We do so on the terms and conditions and exclusions contained in this document, the Certificate of Insurance We issue to the Policyholder confirming entry into the Policy, and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g., an endorsement or notice of change to these Terms and Conditions).

A Covered Person's access to this Policy, and its benefits, is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth).

These Group Policy Terms and Conditions have been written in plain language to help you understand the insurance offered, as well as your rights and obligations including the level of benefits payable.

When reading this document, references to:

- We, Us or Our means PetSure (Australia) Pty Ltd (PetSure) unless specified otherwise.
- You or Your means the Policyholder and/or the Covered Person unless specified otherwise.
- any legislation contained in the Policy includes any amendment, replacement, re-enactment or successor legislation.
- singular include the plural and vice versa, and to the masculine include the feminine and vice versa.
- dollar amounts are to Australian dollars (AUD).
- 'times' are to the time and business days in Sydney, NSW, Australia.

For Covered Persons, as well as reading through this information, you should also check Your Confirmation of Cover, along with any other correspondence from us.



## **Key policy information**

PawCare

This document contains important information about this insurance including:

- Significant features and benefits of PawCare Cover; and
- Our internal and external dispute resolution procedures.

**Note:** You should read these Group Policy Terms and Conditions to understand the insurance provided (including what terms, conditions, exclusions and limitations may apply).

## About PetSure (Australia) Pty Ltd

This Policy is issued and administered by PetSure (Australia) Pty Ltd (PetSure) (ABN 95 075 949 923, AFSL 420183) of Level 1, 465 Victoria Avenue, Chatswood NSW 2067.

PetSure is the issuer and the insurer of PawCare Cover. PetSure does not act for the Policyholder or any Covered Person.

## **About VetChat**

VetChat Services Pty Ltd ('VetChat") (ABN 96 616 786 997, AR 001299710) is the Policyholder of this group insurance Policy, which provides insurance cover in connection with an Active VetChat Plus Subscription.

Additionally, VetChat as an authorised representative of PetSure, is authorised to provide financial product advice concerning the Policy and to arrange for information to be collected from eligible VetChat members but not issue cover in respect of the Policy, and provide claims management by receiving and lodging claim forms with the Insurer. In doing so, VetChat acts on behalf of PetSure and not as an agent of any Covered Person.





## **Group Insurance Policy**

This Policy is a contract of insurance between the Policyholder and Us and contains all details of the cover that We provide.

The Policy consists of:

- the Certificate of Insurance;
- the Group Policy Terms and Conditions (this document); and
- any other document We tell the Policyholder forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between the Policyholder and Us.

The Policyholder must ensure that a copy of this document is made available to each Covered Person.

## **Covered Person's access to the Group Insurance Policy**

An individual who meets the Eligibility Criteria and has been issued with a Confirmation of Cover is a Covered Person under the Policy, until their access to the coverage under the Policy expires.

A Covered Person can access the coverage provided under this Policy, subject to the terms, conditions, limits and exclusions contained in the Policy. Cover for a Covered Person begins and ends as set out in *"Section 2 –Eligibility Criteria and Access to Cover"* of the Group Policy Terms and Conditions.

A Covered Person is not obliged to accept any of the benefits of this insurance. Nothing prevents a Covered Person from entering into other arrangements regarding insurance. If you hold other insurance under which you may be entitled to make a claim in relation to eligible Vet Expenses, you must advise us of this at the time you submit your claim. Total benefits paid to you across all insurance cannot exceed your actual expenses.

If a Covered Person makes a claim under the Policy, then such person will have the same obligations to Us as if they were the Policyholder and We will have the same rights against the Covered Person as We would have against the Policyholder.

The Covered Person retains the day-to-day control of the insurance cover insofar as it applies to the Covered Person including making claims under the insurance cover,





varying the insurance cover that they can access (e.g., to include details for adding or removing a pet) and cancelling their access to the insurance cover.

If the Covered Person wishes to make a claim or vary or cancel their access to the insurance cover, the Covered Person can update their account at: <u>https://vetchat.com.au/myaccount</u>.

## **Summary of Benefits and Risks**

Subject to the terms, conditions, exclusions and limits set out in the Policy Terms and Conditions, PawCare Cover provides financial protection for Vet Expenses in respect of the Covered Person's Pet resulting from an Insured Event occurring within the Policy Period and after any applicable Waiting Period.

'Vet Expenses' and 'Insured Event' are defined in "Section 1 – Definitions" and are subject to stated limits, excesses and applicable Waiting Periods.

PawCare Cover transfers some of the financial risks Pet owners face for Vet Expenses to the Insurer. However, PawCare Cover only provides cover for defined Insured Events and does not cover every circumstance or expense. In addition, the Policy has certain terms, conditions, exclusions and limits like other forms of general insurance.

These include but are not limited to injuries and illnesses that are not defined as Insured Events, as well as Elective Treatments and procedures, pet foods/prescription diets, grooming, and medical conditions that are present or that the Covered Person was aware of (or that a reasonable person in their circumstances should have been aware of) prior to the Pet Registration Date or that arise during the applicable Waiting Period - these are considered Pre-existing Conditions and will not be covered.

Maximum monetary limits apply to the amount of benefits payable to any Covered Person in in any one Policy Period. The Pet/s must be at least 8 weeks when an Insured Event occurs to make a valid claim. Full details are specified in the Policy Terms and Conditions.





## Duty of Disclosure – for the Policyholder only (not applicable for Covered Persons)

In this Duty of Disclosure section, "You" and "Your" means the Policyholder only.

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

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

#### If You do not tell Us something

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

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

## **Cost of the Policy – for the Policyholder only**

All cover is subject to the payment of the Premium.

The amount and calculation of the Premium payable by the Policyholder will be in the Certificate of Insurance issued to the Policyholder. The Premium is calculated by reference to the number of active Covered Persons and the number of Pets insured per Covered Person.

The Premium is subject to government charges, taxes and levies where applicable. These can include stamp duty and GST.

If the Policyholder fails to pay the Premium within the period of time stipulated in the Certificate of Insurance or if the payment method is dishonoured, We will have the right to cancel the Policy.



## Cooling off period – for the Policyholder only

The Policyholder has a full fourteen (14) days from the Commencement Date (or any renewal date) to make sure the Policyholder is happy with every aspect of this Policy. During this time, the Policyholder may cancel the Policy by contacting Us.

If We receive the Policyholder's request to cancel within the 14 day period after the Policy commencement date (or any renewal date) and provided that neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or a benefit has been paid) We will give the Policyholder a refund of any monies received since the Policy commencement date (or renewal date), less any taxes or duties that We are unable to refund. Even after the cooling off period ends the Policyholder has cancellation rights (*"Section 5 – General Conditions: Cancellation"*).

## **Renewal Procedure – for the Policyholder only**

Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

## **Privacy Statement**

PetSure and VetChat (each a '**Recipient'** and referred to as '**We'**, '**Us'** or '**Our'** in this Privacy section) are subject to the Australian Privacy Principles under the *Privacy Act 1988* (Cth).

In connection with each Recipient:

- personal information is collected in various ways, including via telephone, Our website, hard copy forms or email. Whenever You deal with Us, We will collect this information directly from You unless it is unreasonable or impracticable for Us to do so. In some instances, We may collect Your information from someone else. This may include Our authorised representatives, Our distributors or referrers, agents or related entities, veterinary service providers, another party involved in a claim, family members, anyone You have authorised to deal with Us on Your behalf, and/or Our legal or other advisers.
- personal information is collected that is reasonably necessary in order for Us to provide and offer You Our products and services, or otherwise as permitted by law. Such purposes include responding to Your enquiries,



providing You with assistance You request of us, maintaining and administering Our products and services (for example processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing You with a Policy, managing claims, processing payments); providing You with online veterinary consultations and/or other veterinary or pet related services; processing Your survey or questionnaire responses; market research and the collection of general statistical information using common internet technologies such as cookies; providing You with marketing information about products and services (of ours or a third party); providing You with marketing information regarding other products and services (of ours or a third party); quality assurance and training purposes.

- performing administrative operations (including accounting and risk management) and any other purpose identified at the time of collecting Your information.
- if You do not consent to Us collecting and using, or disclosing all or some of the personal information We request, We may not be able to provide You with Our products or services, such as processing Your application for insurance, Your claim or any payment due to You, or providing You with online veterinary consultation services and/or other veterinary or pet related services. It may also prevent Us from maintaining or administering Your Policy or the provision of information regarding Our products or services or those of any third party.
- We may collect Your personal information so that We or Our related entities or other third parties with whom We have a relationship can develop or offer You products and services which We believe may be of interest to You, but will not do so if You tell Us not to by contacting Us (Our contact details are provided in this section).
- where appropriate, We will disclose Your information to Our related entities and third parties who provide services to Us or on Our behalf, including Our Authorised Representatives, distributors or referrers, mailing houses and marketing companies, insurance reference bureaus, reinsurers, credit providers, external IT service providers, other insurance providers and advisers. In the case of claims (or likely claims) it may be disclosed to persons involved in the claim, veterinary service providers, external claims data collectors and verifiers. Your personal information may also be disclosed to the Australian Financial Complaints Authority (AFCA) or other dispute resolution providers, government bodies, regulators, law enforcement agencies and any other parties where required by law.
- Your personal information may also be disclosed to some of Our service providers who are located overseas including but not limited to the

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Philippines, South Africa, New Zealand, United States of America and the United Kingdom. Details of who they are may change from time to time. You can contact Us for details. In some cases, We may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire Our services and products You agree that You cannot seek redress under the Privacy Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

 you consent to the use and disclosure of Your personal information as set out in this section. Your consent applies whether You become or remain the Policyholder or Covered Person (as relevant) unless You tell Us otherwise by contacting us. You can read more about how We collect, use and disclose Your personal information or how to make a complaint about a breach of the Australian Privacy Principles in Our Privacy Policy which is available on Our website, or You can request a copy. If You wish to gain access to Your personal information (including correcting or updating it), have a complaint about a breach of Your privacy or have any other query relating to privacy, please contact the Privacy Officer at:

#### VetChat

Phone:	1300 702 032
Email:	service@vetchat.com.au
Website:	www.vetchat.com.au/pawcare

#### PetSure

Phone:	02 9842 4800	
	(Monday to Friday 8:00AM to 8:00PM (except public holidays)	
Email:	privacy@petsure.com.au	
Mail:	Privacy Officer, PetSure (Australia) Pty Ltd	
	Locked Bag No. 9021	
	Castle Hill NSW 1765	
Website:	www.petsure.com.au	





## The General Insurance Code of Practice (Code)

PetSure is a member of the Insurance Council of Australia and a signatory of the General Insurance Code of Practice (**the Code**).

The objectives of the Code are:

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

The Code Governance Committee is an independent body that monitors and enforces compliance with the Code. The Code Governance Committee is also responsible for imposing sanctions for breaches of the Code, as well as the improvement of the Code and assisting the general insurance industry to understand and comply with the Code.

You can obtain a copy of the Code from the Code of Practice website at <u>www.insurancecouncil.com.au</u>.

## Goods and Services Tax (GST)

All monetary limits in Your Policy are in Australian dollars (AUD) and are inclusive of GST. In the event of a claim, if the Covered person is not registered for GST, We will reimburse the Covered Person the GST component in addition to the amount We pay the Covered Person. If the Covered Person is registered for GST, We will not pay the GST component, and the Covered Person will need to claim the GST component from the Australian Taxation Office.

Any Covered Person must advise Us of their correct input tax credit percentage where they are registered as a business and have an Australian Business Number. The Covered Person is liable to Us for any GST liability We incur arising from their incorrect advice or inaction.





## How to make a complaint

We hope You'll never have reason to complain, but if You do, We will do Our best to work with You to resolve it.

Our complaints resolution process has three steps. Please let Us know if You require additional assistance to lodge a complaint.

### 1 - Immediate Response

If You have a complaint, We will take steps to resolve Your complaint as soon as possible. We will acknowledge Your complaint within one business day of receiving it.

Please contact Us using one of the following means:

Phone:1300 702 032Email:vetchatpawcare@petsure.com.auWebsite:https://vetchat.com.au/vetchatplus

It would be helpful, but not essential, if you are able to supply Your VetChat Plus Subscription email address to enable the enquiry to be dealt with promptly and by someone with appropriate authority.

#### 2 - Internal Dispute Resolution

If We haven't resolved Your matter to Your satisfaction, at Your request, We will escalate Your complaint for review by Our Internal Dispute Resolution team.

Please use the same contact information in **step 1** to make this request.

All escalated matters are acknowledged within one business day of receipt. The Internal Dispute Resolution team will review Your complaint and supporting evidence. After full consideration of the matter, a written final response will be provided to You, outlining the decision reached and the reasons for the decision.

### **3** - External Dispute Resolution

If Your complaint is still not resolved to Your satisfaction, or a final response has not been provided to You within 30 days, You can refer the matter to the Australian Financial Complaints Authority (**AFCA**), providing Your matter is within the scope of the AFCA Rules.

AFCA is an independent dispute resolution service provided free of charge.





You may contact AFCA at:

#### Australian Financial Complaints Authority

Mail:	GPO Box 3
	Melbourne VIC 3001
Phone:	1800 931 678
Website:	<u>www.afca.org.au</u>
Email:	<u>info@afca.org.au</u>

## **Financial Claims Scheme**

Should PetSure be unable to meet its obligations to You under the policy, You may be entitled to a payment under the Financial Claims Scheme (the Scheme). Access to the Scheme is subject to eligibility criteria. Further information about the Scheme can be obtained at <u>www.fcs.gov.au</u>.

## Updating this document

We may need to update this document from time to time. We'll do this if certain changes occur, and We are required and permitted by law to do so. We will issue the Policyholder with new Group Policy Terms and Conditions or other compliant document to update the relevant information. The Policyholder can get a paper copy, or an electronic copy will be made available, of any changes free of charge by contacting Us using the contact details on the back of this document.

The Policyholder will then ensure that any updates are brought to the notice of Covered Persons, as required.



## **Group Policy Terms and Conditions**

## The basis on which We provide cover

Subject to the terms, conditions, limits and exclusions contained in this Policy, We will reimburse the Vet Expenses incurred by the Covered Person as a result of a Treatment to the Covered Person's Pet for an Insured Event subject to any Waiting Period, Benefit Limit, Benefit Percentage, Insured Event Limit and less any Excess, provided that:

- the Eligibility Criteria has been met;
- the Pet is listed on the Confirmation of Cover;
- the Insured Event arose during the Policy Period; and
- the Treatment occurred during the Policy Period.

## Section 1 – Definitions

For the Policy, the following Definitions of important terms which apply. Words that are capitalised in this document have the special meaning explained in this section.

Active VetChat Plus Subscription means a subscription held by a person who has purchased online or via phone, a subscription for VetChat Plus Subscription - monthly or VetChat Plus Subscription – annual and the relevant VetChat subscription:

- is active;
- is fully paid; and
- has not been cancelled or lapsed.

**Note:** Any other type of VetChat subscription is not included in this definition and not eligible for access to the benefits under this Policy.

**Benefit Limit** means the applicable total amount(s) listed on the Confirmation of Cover payable to the Covered Person in any one Policy Period. This means that the Benefit Limit applies to the Covered Person for all Pets covered during each Policy Period and is not applied on a per Pet basis.

**Note:** The Benefit Limit is subject to the application of the Excess to be contributed by the Covered Person.

**Benefit Percentage** means the stated percentage of each Insured Event claim for eligible Vet Expenses and eligible costs for covered items which We reimburse,





subject to the applicable Benefit Limit and Excess. The Benefit Percentage is listed on the Confirmation of Cover.

**Certificate of Insurance** is the certificate We provide to the Policyholder that outlines the key details of the contract of insurance between the Policyholder and us. It includes the policy number, cover, Premium, Excess, Commencement Date, Expiry Date and the schedule of benefits applying to Covered Persons, including the Benefit Limit and Benefit Percentage.

**Note:** A Certificate of Insurance is issued to the Policyholder when We accept the Policyholder's application for cover, on each renewal, and whenever the Policyholder policy is amended.

#### **Commencement Date**

- a) in respect of the Covered Person means, the date when You first register a Pet on your VetChat Plus Subscription, not opt out of PawCare Cover for the Pet and the Pet is stated on your Confirmation of Cover;
- b) in respect of the Policyholder means the commencement date stated on the Certificate of Insurance, as issued from time to time.

**Confirmation of Cover** means the document issued to each Covered Person which contains details of the Policy Period, the Pet/s covered under the Policy, as well as coverage details, Waiting Period/s, Insured Event Limit, Excess, Benefit Limits and Benefit Percentage.

**Covered Person** means a person who satisfies the Eligibility Criteria for insurance under this Policy and with respect to whom Premium has been paid or agreed to be paid by the Policyholder and has been issued with a Confirmation of Cover.

A Covered Person is a third-party beneficiary under Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to this contract of insurance.

The Covered Person has the day-to-day operation of the insurance cover insofar as it applies to the Covered Person including making claims under the insurance cover, varying the insurance cover (e.g. to include details of a new Pet) and cancelling their access to the insurance cover.

**Elective Treatment** means a Treatment or surgery that is beneficial to the Covered Person's Pet but is not essential for the Pet's survival or does not form part of the Treatment for an Insured Event.

Eligibility Criteria will be met when a person:

- has an Active VetChat Plus Subscription in their name;
- is over the age of eighteen (18) years during the entire Policy Period;

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- has a cat or dog that is legally available in Australia and is over the age of 8 weeks; and
- has completed their VetChat account registration for their Pet(s) and not opted out of PawCare Cover for their pet.

Expiry Date means

- a) in respect of the Policyholder, 11.59pm on the date upon which We cease to provide insurance to the Policyholder under the Policy as shown in the Certificate of Insurance issued;
- b) in respect of a Covered Person, the date showed on the Confirmation of Cover as the Expiry Date of their access to the coverage under the Policy.

**Excess** means an amount the Covered Person contributes towards the cost of their claim(s), as shown on the Confirmation of Cover. The excess is calculated on a 'per Insured Event', 'per Policy Period' basis. The excess will be deducted from the calculated claim benefits after we apply any Benefit Limit and the Benefit Percentage to the claimed amount.

**Note:** Refer to "Section 6 – Claims" for an example of how claim payments are calculated.

**GST** means the Australian Goods and Services Tax at the officially published tax rate.

**Insured Event** means the Vet Expenses incurred by the Covered Person for Treatment, directly relating to or resulting from the Covered Person's Pet suffering a condition caused by or arising from an occurrence of one of the following::

- a motor vehicle incident;
- snake bite toxicity;
- tick paralysis;
- ingestion of a foreign object;
- poisoning;
- ehrlichiosis; or
- heartworm.

Note: Each separate occurrence of one of the above listed items gives rise to a separate Insured Event. For example, if Vet Expenses are incurred for Treatment for two separate motor vehicle incidents, there have been two Insured Events that have occurred.



**Insured Event Limit** is the number of Insured Events the Covered Person can claim for in any one Policy Period. The number of Insured Events that a Covered Person can claim for in any one Policy Period is three (3). The Insured Event Limit resets each Policy Period.

**Note:** The Insured Event Limit is the maximum number of Insured Events for all Pets covered during each Policy Period and is not applied on a per Pet basis.

Insurer means PetSure (Australia) Pty Ltd (PetSure) ABN 95 075 949 923.

**Issue Date** means 11.59pm on the date from which We agree to provide insurance under this Policy as shown on the Certificate of Insurance.

**Pet** means the dog(s) and/or cat(s) listed on the Confirmation of Cover. A Covered Person can nominate up to 5 Pets for PawCare Cover.

Policy means:

- the Certificate of Insurance;
- the Group Policy Terms and Conditions (this document); and
- any other document We tell the Policyholder forms part of the Policy which may vary or modify the above documents.

**Policyholder** means the named company or organisation listed as the Policyholder in the Certificate of Insurance with whom We enter into the Policy. The Policyholder is the contracting insured.

#### **Policy Period**

In respect of the Policyholder, this means the twelve-month period stated in the Certificate of Insurance or such shorter time if the Policy is cancelled or expires.

In respect of a Covered Person, this means:

- a) the recurring 12-month period from the Commencement Date, with the Policy Period recommencing on each Commencement Date 12-month anniversary thereafter; or
- b) such shorter time, being the earliest date that any of the following occur:
  - You no longer satisfy the Eligibility Criteria for a Covered Person;
  - o the Policy is cancelled or not renewed; or
  - You advise that You do not wish to have access to the benefits of cover under the Policy.





Pre-existing Condition means a condition that first existed or occurred:

- prior to the applicable Pet Registration Date for the particular Pet; or
- within any applicable Waiting Period; and
- of which you were aware of, or a reasonable person in your circumstances would have been aware, irrespective of whether the underlying or causative condition has been diagnosed.

**Premium** means the amount that is payable by the Policyholder in respect of this Policy.

**Pet Registration Date** means the date/s that each of the Covered Person's Pet/s is first registered on the Covered Person's VetChat Plus account and You have chosen to not opt out of PawCare Cover for the pet. This is stated on the Confirmation of Cover.

**Note:** Pet Registration Date applies to each Pet and is subject to any **Waiting Period** that may apply.

**Treatment** means reasonable and customary examinations, consultations (excluding online or telehealth consultations and the subscription costs relating to these), hospitalisation, surgery, x-rays, medication, diagnostic tests, nursing and other care and procedures provided by a Vet to relieve or cure a disease or injury.

**Vet** means any veterinarian, veterinary specialist, animal hospital, animal clinic, or animal surgery, other than the Policyholder or Covered Person, who is licensed in and currently registered in Australia.

**Vet Expenses** means the reasonable and essential expenses incurred and paid by the Covered Person in respect of Treatment provided by a Vet during the Policy Period having regard to the circumstances in which the Treatment was provided.

**Waiting Period** means a period of 48 hours that your Pet is not covered, starting at 11.59pm on the applicable Pet Registration Date for each particular Pet.



## Section 2 – Eligibility Criteria and Access to Cover

- If a person satisfies the Eligibility Criteria and has been issued with a Confirmation of Cover, then that person will be deemed to be a Covered Person under the Policy.
- A Covered Person's access to the cover provided under this Policy:
  - begins from the Commencement Date set out on the Confirmation of Cover; and
  - ends on the Expiry Date set out on the Confirmation of Cover, which is the earliest of the following events:
    - when the Covered Person ceases to meet the Eligibility Criteria;
    - when the Covered Person advises that they wish to cancel their access to the cover under the Policy; or
    - when the Policy is cancelled by the Policyholder or by Us, or is not renewed.

Only Pets listed on the Confirmation of Cover are covered under the Policy, subject to terms and conditions (for example the applicable Waiting Period and exclusions).

For a Pet to have access to cover and make a valid claim, the Pet must:

- be at least eight (8) weeks of age when the Insured Event occurs;
- regularly reside with the Covered Person and be under the care and supervision of the Covered Person at the address provided on the Confirmation of Cover; and
- not be a banned or illegal breed in Australia.

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## Section 3 – Cover

In consideration of the payment of Premium by the Policyholder, We will provide the cover in accordance with the terms and conditions of the Policy, as set out in this document.

#### What the Covered Person is covered for

We will reimburse eligible Vet Expenses incurred by the Covered Person for Treatment provided to their Pet during the Policy Period, as a result of their Pet suffering an Insured Event, subject to:

- the Benefit Percentage, Benefit Limit and Excess amount stated on the Covered Person's Confirmation of Cover for that Pet; and
- the terms and conditions of this policy, for example the applicable Waiting Period and exclusions.

An Insured Event means the Vet Expenses incurred by the Covered Person for Treatment, directly relating to or resulting from the Covered Person's Pet suffering a condition caused by or arising from an occurrence of one of the following:

- a motor vehicle incident
- snake bite toxicity
- tick paralysis;
- ingestion of a foreign object;
- poisoning;
- ehrlichiosis; or
- Heartworm.

Note: Each separate occurrence of one of the above listed items gives rise to a separate Insured Event. For example, if Vet Expenses are incurred for Treatment for two separate motor vehicle incidents, there have been two Insured Events that have occurred.

#### Excess

The Excess payable is \$500 for each Insured Event, subject to the Insured Event Limit.

**Note:** The Excess is deducted from the Benefit Limit after the Benefit Percentage has been applied for each Insured Event.



#### Benefit Limit The Benefit Limit is \$10,000 per Covered Person per Policy Period.

This means that the Benefit Limit is the total amount applying to the Covered Person for all Pets covered during the Policy Period and is not applied on a per Pet basis.

We will not pay the Covered Person more than the Benefit Limit in any one Policy Period. This Benefit Limit resets each Policy Period. This means that policy benefits don't accumulate across Policy Periods and expire at the end of each Policy Period.

#### Benefit Percentage The Benefit Percentage is 100%.

The Benefit Percentage is the stated percentage of each Insured Event claim for eligible Vet Expenses which We reimburse, subject to the applicable Benefit Limit and Excess.

#### **Insured Event Limit**

The Insured Event Limit allows the Covered Person to claim up to three (3) Insured Events in any one Policy Period.

The Insured Event Limit is the maximum number of Insured Events for all Pets covered during each Policy Period and is not applied on a per Pet basis.

### **Waiting Period**

## The Waiting Period is 48 hours starting at 11.59pm on the applicable Pet Registration Date for each particular Pet.

A Covered Person's access to cover under this Policy is subject to this 48 hour Waiting Period for each particular Pet, during which a condition that exists or occurs in that particular Pet of which the Covered Person or a reasonable person in the Covered Person's circumstances would be aware, will be considered a Preexisting Condition, subject to the terms of the definition of 'Pre-existing Condition'.

## When the Covered Person is not covered

We will not pay any Vet Expenses attributable to or resulting from:

- injuries or illnesses that are not defined above under an Insured Event
- any of the exclusions outlined in "Section 4 General Exclusions".





## Section 4 – General Exclusions (what We do not cover)

The following General Exclusions apply to all sections of the Policy Terms and Conditions. We will not be liable to pay any benefit, loss, cost or expense arising from or attributable to:

- 1. an illness or injury that is not an Insured Event
- Pre-existing Conditions being a condition arising before the Pet Registration Date or within the applicable Waiting Period (see definition of Pre-Existing Conditions for more information).
- Preventative/routine items including (but not limited to) food (regular or prescription), vitamins/ nutraceuticals/ supplements, vaccinations, microchipping, flea/tick/worm control or any expenses related to grooming and bathing of Pets, including any non-medicated grooming products.
- 4. Certain Treatments and Conditions
  - medicated baths and shampoos, unless the Vet deems them medically necessary to treat a condition covered under the Policy as an Insured Event;
  - b. accessories including (but not limited to) pill poppers, cage hire, crates, bedding and collars;
  - c. training, socialisation, therapy and specialised therapies including (but not limited to) homeopathic remedies, acupuncture, laser therapy, hydrotherapy, chiropractic Treatments and/or physiotherapy;
  - d. medication not approved or listed by the APVMA (Australian Pesticides and Veterinary Medication Authority);
  - e. the provision of medication(s) that covers a period of more than 30 days beyond the Expiry Date stated on the Confirmation of Cover.
- 5. Pets not being protected due to gross negligence by the Covered Person or the Covered Person's failure to take all reasonable precautions to protect the Covered Person's Pet/s from situations that may result in injury or illness.
- 6. any consequential loss including (but not limited to) economic loss, loss of enjoyment or other such loss not specifically covered in the Policy.
- 7. war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power or contamination or pollution by chemical, biological, or nuclear agents from an act of terrorism, or any action in response to such acts that causes an Insured Event.
- 8. fraud, negligence or wilful omission by the Policyholder or the Covered Person.



## **Section 5 - General Conditions**

If the Policyholder or the Covered Person, does not comply with the following conditions, We may refuse to pay a claim in whole or in part, or in some circumstances in accordance with the law cancel the Policy.

#### Failure to pay the Premium

Cover under this Policy is provided on the basis that the Policyholder has paid or agreed to pay Us the Premium. The Premium is payable when the Policyholder takes out a new Policy and when the Policyholder renews the Policy. We may take steps to cancel the contract of insurance for non-payment of the Premium.

#### Cancellation

#### By the Policyholder

The Policyholder can cancel this Policy at any time by giving notice to Us.

#### By a Covered Person

A Covered Person can cancel their access to the cover at any time by contacting the Policyholder.

#### By Us

We can cancel this Policy for any of the reasons permitted by law. We can cancel the access to cover of a Covered Person for any of the reasons permitted by law.

### Changes to any details or information in the Confirmation of Cover

The Covered Person must notify Us if the Covered Person requires any change to the details contained in the Confirmation of Cover including adding or removing any Pets, changes to the country of residency of the Covered Person, their contact details including their most current email address or their covered Pet/s.

Any change will be effective if We agree to make the change and We confirm in writing that the change is effective and issue Covered Person a Confirmation of Cover.



#### **Fraudulent Claims**

If the Covered Person makes a claim or arranges for another party to make a claim that is in any way false, dishonest or fraudulent, then We may refuse to pay any such claim.

#### Law that applies to this Policy

Any disputes arising from this Policy will be determined by the Courts, and in accordance with the laws, of the State or Territory where this Policy is issued.



## Section 6 – Claims

#### **Claim Process**

A Covered Person can submit a claim at <u>https://vetchat.com.au/myaccount</u> by following the link to "Make a Claim" or via email at: <u>vetchatpawcare@petsure.com.au</u>.

Documentation such as an itemised invoice, payment receipts and consultation notes will be required. See further details in the "Section 6: Claims - Claim Conditions".

All communications in relation to a claim will be sent to the Covered Person's nominated email address.

#### **Claims Conditions**

If the Covered Person does not comply with the following claims conditions, We may refuse to pay a claim in full or in part:

- 1. All claims must include itemised tax invoice/s, payment receipt/s and applicable consultation notes.
- 2. The Covered Person agrees that their Vet (current or previous) is authorised to release information and/or records to Us about their Pet.
- 3. The Covered Person agrees that We are authorised to discuss with the Vet, details relating to their claim or Treatment provided to their Pet in relation to a claim made under the Policy.
- 4. The Covered Person agrees that We have the right to decline to process a claim where the Covered Person or their Vet refuse or are unable to provide information reasonably requested by Us in order to process the claim.
- 5. We will not reimburse the Covered Person for the provision of any information required in the administration or execution of the Policy nor for the assistance provided to the Covered Person in the provision of any information in relation to a claim made under this Policy.
- 6. We will deal directly with the Covered Person regarding settlement of a claim.
- 7. Unless agreed to by us, We will pay the Covered Person, not the Vet.
- 8. If the Vet Expenses are excessive, unreasonable, or significantly higher than other Vet Expenses in a similar situation, then claim payments may be adjusted and paid based on the reasonable Treatment or fees typically charged for the Treatment of that condition, for a pet in similar circumstances.





- 9. We will send the Covered Person an email/remittance advice regarding the settlement of the claim that will provide details of how the claim has been dealt with.
- 10. If the Covered person submits a fraudulent claim or solicits the Vet to behave in a fraudulent manner regarding a claim, then the claim may be denied, We may also be entitled to reclaim any payments already made to the Covered Person in respect of such claims.
- 11. When We settle the claim, We will deduct from the benefit amount the amount of the applicable Excess.

In the event that We pay a benefit contrary to the Policy Terms and Conditions for whatever reason, this will not constitute a waiver retrospectively as they stand to any paid claims or to any future claims for that Insured Event. We also reserve Our right to recover from the Covered Person any benefit amount received as a result of such error.

#### Example of how We settle claims

The following calculations provide examples of how claims will be settled where the claim is accepted (these examples are indicative of the manner of calculation only and include GST):

PawCare Cover	
Total amount of eligible Vet Expenses paid by the Covered Person to the Vet for an Insured Event	\$3,500
Less \$500 Excess	(-\$500)
Total payment to Covered Person	\$3,000

#### Our rights of recovery

If We have the right to recover any amount payable under the Policy in relation to a claim from any other person, You must cooperate with Us in any action We may take.





#### **Other insurance arrangements**

If We accept a claim and there is any other similar insurance under which a Covered Person is entitled to claim, the Covered Person is required to advise Us at the time they submit their claim if they hold such other insurance. Total benefits paid to a Covered Person across all insurance cannot exceed their actual expenses.