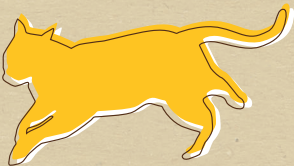
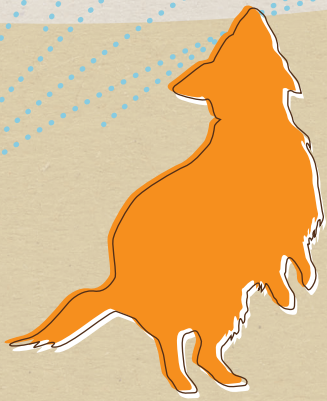


  
**CiTy FaRMeRs**

 **Petplan**  
**insurance**



**Dog & Cat**

**Insurance Policy &  
Product Disclosure Statement**

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## Product Disclosure Statement

This Product Disclosure Statement ('PDS') which includes the **Policy** wording contains important information about this Dog and Cat insurance and how it works.

### About this Insurance

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

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

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

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

Preparation date: 01/11/2011

### The Insurer

Allianz Australia Insurance Limited ABN 15 000 122 850  
AFSL No. 234708 (Allianz) is the Insurer of **Your Policy**.

### Administrator

**Petplan** Australasia Pty Ltd ABN 64 069 468 542 AFSL No. 245663 is the sole Administrator of the **Policy** acting under a binder granted by the **Insurer** that authorises it to issue, vary and dispose of this **Insurance** and to manage and settle claims and deal with complaints.

Contact details are as follows, Head Office: 1-3 Smolic Crt, Tullamarine Vic, 3043 Ph: 1300 131 512 Fax: (03) 9339 3377.

### Product Promoter

In arranging this insurance under the brand name of City Farmers Petplan, ABN 16 133 225 386 AR No: 407168, acts as an agent for the Administrator and not **Your** agent.

### Our contract with You

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

- this document which sets out the standard terms of **Your** cover and its limitations;
- **Your Certificate of Insurance** issued by **Us**. The **Certificate of Insurance** is a separate document, which shows the insurance details relevant to **You**. It may include additional terms, conditions and exclusions relevant to **You** that amend the standard terms of this document. Only those sections shown as covered in **Your Certificate of Insurance** are insured; and
- any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an endorsement or Supplementary PDS).

These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together and kept in a safe place for future reference.

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

Any new or replacement **Certificate of Insurance** **We** may send **You**, detailing changes to **Your** insurance or the **Period of Insurance**, will become the **Certificate of Insurance**, which **You** should carefully read and retain.

### Your cooling-off period and Cancellation rights

**You** can exercise **Your** cooling off rights and cancel the **Policy** within fourteen (14) days of the date **You** purchased the **Policy** and receive a refund of the premium paid, provided **You** have not exercised right or power under the **Policy** (e.g made any claim) and these rights and powers have not ended.

**We** will not accept **Policy** cancellation requests by telephone. To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel in writing. Send written confirmation to: City Farmers Petplan Pet Insurance, 1-3 Smolic Crt, Tullamarine Vic, 3043 or email to petplan@cityfarmers.com.au.

**We** may deduct any reasonable administrative and transaction costs incurred by **Us** that are reasonably related to the acquisition and termination of the **Policy** and any government taxes or duties **We** cannot recover, from **Your** refund amount.

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to 'General Conditions' '22'. Cancellation rights under the **Policy**' on page 16 and 17, for full details).

### What is covered

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

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

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

### Cover is provided on the basis:

- that **You** have paid or agreed to pay **Us** the premium for the cover provided;
- of the verbal and/or written information provided by **You** which **You** gave after having been advised of **Your Duty of Disclosure** either verbally or in writing.

If **You** failed to comply with **Your Duty of Disclosure** or have made a misrepresentation to **Us**, **We** may be entitled to reduce **Our** liability under the **Policy** in respect of a claim and/or **We** may cancel **Your Policy**. If **You** have told **Us** something which is fraudulent, **We** also have the option of avoiding **Your Policy** (i.e. treating it as if it never existed).

**Your Duty of Disclosure** and the consequences of nondisclosure, are set out under the heading '**Your Duty of Disclosure**', on page 5 and 11.

### Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on pages 12, 13,14 and 15 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the **Policy** when used or in the other documents making up the **Policy**.

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

### Goods and Services Tax (GST)

All monetary limits in **Your Policy** are inclusive of GST. The sum insured that **You** choose should exclude Goods and Services Tax (GST). In the event of a claim, if **You** are not registered for GST, **We** will reimburse **You** the GST

component in addition to the amount **We** pay **You**. If **You** are registered for GST, **You** will need to claim the GST component from the Australian Taxation Office.

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

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

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

If more than one person is insured under the **Policy**, a failure or wrongful action by one of those persons may adversely affect the rights of any other person insured under the **Policy**.

#### **How to make a claim**

If **Your** need to make a claim under the **Policy**, please refer to the section that you are claiming on for details of how and when to claim, i.e. **Vet** Fee Section 1a - How to Claim.

#### **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 through 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.

#### **Complaints - Internal and External Complaints Procedure**

**Our** aim is to get it right, first time, every time. If **We** make a mistake **We** will try to put it right promptly.

If **You** are dissatisfied with **Our** service in any way contact **Us** and **We** will attempt to resolve the matter in accordance with **Our** Internal Dispute Resolution procedures.

To obtain a copy of **Our** procedures contact **Us** on City Farmers Petplan Insurance, Customer Service Centre, 1-3 Smolic Crt, Tullamarine Vic 3043, phone 1300 131 512

If **You** are not fully satisfied with **Our** decision, **You** may contact Allianz by contacting the Internal Disputes Resolution Officer, GPO Box 9897, Melbourne Vic 3001. A dispute can be referred to the Financial Ombudsman Service (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service  
Free call: 1300 78 08 08, Post: GPO Box 3, Melbourne, Victoria  
3001 Website: [www.fos.org.au](http://www.fos.org.au)

#### **Privacy Act 1988 – Information**

In this 'Privacy Act 1988 – Information' section, '**We**', '**Our**', '**Us**' refers to **Petplan**, Allianz and City Farmers.

**We** collect **Your** personal information directly from **You** where reasonably practicable or if not, from other sources. **We** collect it

to provide **Our** various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. **We** may also use it to develop and identify services of **Petplan** and **Allianz's** related companies and alliance partners that may interest **You** (but **You** can opt out of this by calling the **Petplan** Privacy Service Line on 03 93393333 EST 9:00 am - 5:00 pm, Monday to Friday or indicate **Your** decision by email to [petplan@cityfarmers.com.au](mailto:petplan@cityfarmers.com.au). If **You** do not provide the information **We** require **We** may not be able to provide **You** with this service.

**We** disclose information to third parties who assist **Us** in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, **Our** advisers, persons involved in claims, external claims data collectors and verifiers, **Your** agents and other persons where required by law). **We** prohibit them from using it for purposes other than those **We** supplied it for.

Where **You** provide **Us** with information about another person for the above purposes, **You** must tell **Us** if **You** haven't got their consent to this. If **You** wish to gain access to **Your** personal information (including to correct or update it), have a complaint about a breach of **Your** privacy or **You** have any query on how **Your** personal information is collected or used, or any other query relating to privacy, contact:

• **Petplan** and Allianz using the details on the back cover of this PDS.

Telephone calls may be monitored and recorded. This allows **Us** to check information **You** give **Us** and also helps to prevent fraud. **We** will give **Your** information to a regulatory body if they make an official request.

If **You** wish to update or access the information **We** hold please contact **Us**.

From time to time **We** may advise or offer **You** information on other insurance products or services that may be relevant and of interest to **You**. If **You** do not wish to receive these offers or information please advise **Us**.

**Our** Privacy **Policy** is available on **Our** website at <http://www.cityfarmers.com.au/petplan> or by calling **Us**, and sets out how **We** collect and store and protect **Your** personal information.

#### **Compensation arrangements**

Allianz is an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Allianz are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Allianz and the **Policy**. In the unlikely event Allianz Australia Insurance Limited, were to become insolvent and could not meet its obligations under the **Policy**, a person entitled to claim under insurance cover under the **Policy** may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information go to the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60;
- Allianz is exempted by the Corporations Act 2001 (Cth) from the requirement to meet the compensation arrangements Australian Financial Services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee

or its representatives of Chapter 7 of that Act. Allianz have compensation arrangements in place that are in accordance with the Insurance Act.

### Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this **Policy**, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

### Updating this PDS

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

### Further information and confirmation of transactions

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

### Significant features and benefits

For details of all relevant **Policy** features **You** must refer to the full terms, conditions and exclusions of the **Policy** and the **Certificate of Insurance** which specifies the options taken for a full explanation of the cover.

### Dog Product Summary

We pay up to the <b>Maximum Benefits</b> for		Budget Dog Plan	Standard Dog Plan	Supreme Dog Plan
<b>Vet's Fees &amp; Alternative Treatment</b>	For <b>Illness &amp; Injury</b> , including hospitalisation, referral & medicines	\$10,000 each year	\$15,000 each year	\$20,000 each year
Death From <b>Illness</b>	Losing a Dog is a great sadness but <b>We</b> will refund the purchase price up to	Nil	Nil	\$2,000
Death from <b>Injury</b>	Nothing can replace a loved Dog but <b>We</b> will refund the purchase price up to	Nil	\$1,000	\$2,000
Boarding Kennel Fees	Or home care with a friend if <b>You</b> are hospitalised for more than 4 days	\$500 each year	\$1,000 each year	\$2,000 each year
Advertising & Reward	If <b>Your</b> Dog gets lost or stolen <b>We</b> will pay for local newspaper advertising & a reward up to	\$500	\$1,000	\$2,000
Theft or Straying	If <b>Your</b> Dog is lost or stolen and not found despite all efforts <b>We</b> will refund the purchase price up to	Nil	\$1,000	\$2,000
Holiday cancellation cost	If <b>Your</b> Dog has urgent life saving surgery or goes missing up to 7 days before or while <b>You</b> are away	Nil	\$1,000	\$2,000
Legal Liability	<b>We</b> will cover <b>Your</b> legal liability in respect of compensation for death, bodily injury and/or physical loss or damage to property as a result of an <b>Accident</b> involving <b>Your</b> Dog	\$1,000,000	\$3,000,000	\$5,000,000

### Pensioner Dog

This cover applies to dogs which have been insured with City Farmers **Petplan** for at least 3 years on one of the above plans and now has reached 10 years of age or more, or **Selected Breeds** aged 7 years of age or more. The cover offered is as per one of the 3 options above, with the following additional conditions. A fixed **Excess** of either \$100, \$250 or \$500 (as shown on **Your Certificate of Insurance**) plus 35% of the cost of any **Veterinary Treatment** or **Alternative Treatment** that

**Your Pet** requires. No cover is provided for death from **Illness**.

### Options

#### Pet%Share

This is the low cost option, where **You** select one of the three options above and **You** pay the fixed **Excess** of either \$100, \$250 or \$500 (as shown on **Your Certificate of Insurance**) plus 25% of the cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Pet** requires.

### Cat Product Summary

We pay up to the <b>Maximum Benefits</b> for		Budget Cat Plan	Standard Cat Plan	Supreme Cat Plan
<b>Vet's Fees &amp; Alternative Treatment</b>	For <b>Illness &amp; Injury</b> , including hospitalisation, referral & medicines	\$9,000 each year	\$10,000 each year	\$15,000 each year
Death from <b>Illness</b> or <b>Injury</b>	Losing a Cat is a great sadness but <b>We</b> will refund the purchase price up to	Nil	Nil	\$1,000
Boarding Cattery Fees	Or home care with a friend if <b>You</b> are hospitalised for more than 4 days up to	\$500 each year	\$500 each year	\$1,000 each year
Advertising & Reward	If <b>Your</b> Cat gets lost or stolen <b>We</b> will pay for local newspaper advertising & a reward	\$500	\$500	\$2,000
Theft or Straying	If <b>Your</b> Cat is lost or stolen and not found despite all efforts <b>We</b> will refund the purchase price up to	Nil	\$1,000	\$2,000
Holiday cancellation cost	If <b>Your</b> Cat has urgent life saving surgery or goes missing up to 7 days before or while <b>You</b> are away	Nil	\$1,000	\$2,000

### Pensioner Cat

This cover applies to cats which have been insured with City Farmers **Petplan** for at least 3 years on one of the above plans and now has reached 10 years or more. The cover offered is as per one of the 3 options above with the following added conditions. A fixed **Excess** of either \$100, \$250 or \$500 (as shown on **Your Certificate of Insurance**) plus 35% of the cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Pet** requires. No cover is provided for death from **Illness**.

### Options

#### Pet%Share

This is the low cost option, where **You** select one of the three options above and **You** pay the fixed **Excess** of either \$100, \$250 or \$500 (as shown on **Your Certificate of Insurance**) plus 25% of the cost of any **Veterinary Treatment** or **Alternative Treatment** that **Your Pet** requires.

### Exclusions

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

1. A **Condition** specifically excluded on **Your Certificate of Insurance**.
2. Any animal less than 8 weeks old.
3. Cost of **Preventative** and **Routine** care or **Treatment** such as check-ups and procedures that are designed to prevent future **Illnesses** from occurring rather than treating existing **Illnesses**. These include, but not limited to annual physical examinations and/or check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention; dental check-ups and dental scale & polish or teeth cleaning, or removal of misalignment or retained deciduous teeth.

4. Cost of **Elective** procedures and **Treatment**, but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or **Elective** surgery including but not limited to dew-claw removal, prescription diet foods, and any **Treatment** not related to an **Injury, Illness**, or trauma. **Elective Surgery** or **Treatment** that is beneficial to the **Pet** but is not essential for **Your Pet's** survival or does not form part of a **Treatment** for an **Injury** or **Illness**.
5. Dogs being used for guarding, track racing or coursing.
6. Any breed of dog that is banned by any Australian Government, Public or Local Authority, or that is crossed with any banned breed or Pit Bull Terrier or Dingo or crosses of these breeds.
7. Any dog declared as a dangerous dog by a Government authority.
8. Any dog that must be registered under the Dangerous Dog Act.
9. 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.
10. 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**.
11. Any amount caused by, arising out of or in any way connected with **You** breaking Australian animal health or importation laws or regulations.
12. Legal costs, expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.
13. Any loss caused by, arising out of or in any way connected with an act of force or violence for political, religious or ideological reasons war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
14. The cost of treating any **Injury** or **Illness** or other bodily **Injury** or **Illness** caused by, arising out of, or in any way connected with a malicious act, deliberate **Injury** or bodily **Injury** or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You** or acting with **Your** express or implied consent.
15. Any amount resulting from an **Illness** that **Your Pet** contracted while outside Australia, or New Zealand that it would not normally have contracted in Australia or New Zealand.
16. Any amount resulting from a disease transmitted from animals to humans.
17. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
18. Any dog not vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination) and parvovirus. Any cat not vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and **Vets** recommend vaccination.
19. Any amount arising from or in any way connected with **Your** failure to take all reasonable precautions to protect **Your Pet** from or by aggravating or pro-longing an **Injury** or **Illness**.
20. **Your** legal liability for payment of compensation in respect of:
  - death, bodily **Injury** or **Illness**, and /or
  - physical loss or damage to property,
 except to the extent **You** have such cover under **Section 8 - Legal Liability** for Dogs of this **Policy** in relation to **Your** dog.

The following exclusions only apply when **Your Pet** is on **Journey** within Australia or New Zealand.

21. Any amount if **You** or **Your Pet** lives permanently outside of Australia.
22. Any **Journey You** take **Your Pet** on against a **Vet's** advice

These are only examples of some common exclusions. For full details of all relevant **Policy** exclusions **You** must refer to the **Certificate of Insurance** and the general exclusions to all sections and also to the specific exclusions to each section under the heading "What **We** will not pay"

#### **Your Duty of Disclosure**

Before **You** enter into a contract of **Insurance** with **Us**, **You** have a duty (under the Insurance Contracts Act 1984), to disclose to **Us** every matter **You** know, or could be reasonably expected to know, (including but not limited to matters relating to the health of **Your Pet**) that is relevant to **Our** decision to insure **Your Pet**, and if so, on what terms. A matter is relevant if **You** know it is relevant or a reasonable person under the circumstances would know it is relevant.

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

**Your** duty does not require disclosure of matter that;

- Reduces the risk undertaken by **Us**.
- Is common knowledge
- **We** know, or in the ordinary course of **Our** business, should know.
- **We** have indicated to **You** that **We** do not want to know.

#### **Non Disclosure**

If **You** fail to comply with **Your** Duty of Disclosure **We** may be entitled to reduce **Our** liability under this **Policy** in respect of a claim or may cancel **Your Policy**.

If **Your** non-disclosure is fraudulent, **We** may also have the option of avoiding the contract from its beginning.

If **You** are unsure as to whether **You** should disclose something, it is better to give this information rather than take the risk of failing in **Your Duty of Disclosure**.

#### **Policy Limits**

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

#### **Excess**

If **You** make a claim under any section of this **Policy** **You** may be required to pay an **Excess**. Most **Excesses** are detailed on **Your Certificate of Insurance** but some additional excesses may apply to some additional benefits provided by this **Policy**. **You** should read **Your Policy** and **Your Certificate of Insurance** carefully so that **You** are aware of what **Excesses** may be applicable to **You** in the event of a loss.

#### **Costs**

The premium payable by **You** will be shown on **Your** tax invoice. **We** take into consideration a number of factors in setting premiums. These can include sum insured and **Excess** selected. Premiums are subject to Commonwealth and State taxes and/or charges. These include Goods and Services Tax and Stamp Duty. The amount of these taxes/charges will be shown on **Your** tax invoice.

#### **Agency arrangements and agent's remuneration**

If **Your Policy** has been issued through **Our** agent, or a broker who is acting under a binder agreement with **Us**, then they are acting as **Our** agent and not as **Your** agent.

When the **Policy** has been arranged through an intermediary, remuneration (such as commission) is payable by **Us**, to them for arranging the insurance. **You** can ask them or **Us** for more information.

**Your** premium is apportioned as follows: 70% **Insurer** premium, 30% Administrator management fee. If a person has referred **You to Us, We** may pay them a part of the Administrator fee.

This will not increase the amount **You** pay **Us**.

#### **Renewal**

If **You** pay **Your** premium by direct debit instalments, when **Your Policy** is due for renewal **We** will renew it for **You** automatically, to save **You** the worry of remembering to contact **Us** before the renewal date. **We** will write to **You** before the **Policy** expires with full details of **Your** next years premium and the **Policy** conditions. If **You** do not want to renew this **Policy**, all **You** need to do is call **Us** on 1300 131 512 to let **Us** know.

#### **Payments by Instalments**

If **You** pay by monthly instalments and if **You** do not pay an instalment on time, then if the outstanding instalment remains unpaid for at least 14 days **We** can refuse to pay a claim arising after the payment was due or if the instalment remains unpaid for at least one month **We** can cancel **Your Policy**. **We** also reserve the right to have **You** pay the rest of the yearly premium immediately.

#### **Application of GST**

All monetary limits in **Your Policy** are inclusive of GST. If **You** register, or are registered, for GST, **You** must tell **Us** the extent of **Your** entitlement to an input tax credit on **Your** premium at or before the time **You** make a claim under **Your Policy**. Please contact **Us** for more information on how **Your** entitlement to an input tax credit affects **Your Policy** and the amount **We** will pay in the event of a claim.

#### **Policy Details**

##### **Definitions**

**Petplan**<sup>®</sup> Is a Registered Trade Mark, and Products sold under this Trade Mark in Australia are sold exclusively by **Petplan Australasia Pty Ltd** under Licence to **Petplan UK Limited**.

**We, Us, Our** means **Petplan** acting on behalf of Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL No. 234708, of 2 Market St, Sydney NSW 2000, the Underwriter and **Insurer** of **Your Policy**.

**You, Your** means the person(s) named on the **Certificate of Insurance**.

**Your Pet** means the Dog or Cat named on the **Certificate of Insurance** under Animal Details.

**Accident** means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All **Accidents** consequent upon or attributable to one source or original cause are treated by **Us** as one **Accident**.

**Alternative Treatment** 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 and homeopathy carried out by, an herbal medicine prescribed by, a veterinary practice.
2. Chiropractic manipulation carried out by a veterinary practice, providing the member is a qualified animal chiropractor.
3. Hydrotherapy carried out by a veterinary practice providing the member is a qualified animal hydrotherapist.
4. Osteopathy carried out by a veterinary practice providing the member is a qualified animal osteopath.
5. Physiotherapy carried out by a veterinary practice, providing the member is a qualified animal physiotherapist .

6. **Treatment of Behavioural Illness** carried out by a Certified Clinical Animal Behaviourist.

**Behavioural Illness** means any change to **Your Pet's** normal behaviour, resulting from a mental or emotional disorder diagnosed by a **Vet**.

**Bilateral Condition** means any **Condition** affecting body parts of which the **Pet** has at least two, including, but not limited to eyes, ears, patellas (knees), cruciate ligaments. When applying an exclusion, **Bilateral Conditions** are considered the one **Condition**.

**Certificate of Insurance** means the current **Certificate** issued by **Us** to **You** containing details of the **Cover** provided under **Your Policy**, including any **Exclusions** and other specific **Insurance** details that **We** have applied to **Your Cover**.

**Clinical Signs** means changes in **Your Pet's** normal healthy state, its bodily functions or behaviour.

**Condition** means any **Condition** that causes discomfort, dysfunction, distress, including **Injuries**, disabilities, disorders, syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the **Pet** afflicted.

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

**Excess** means the amount stated on **Your Certificate of Insurance** under the Animal Details section, which is the first part of each unrelated claim and the amount **You** must pay for each unrelated **Injury** or **Illness**. If **Your Pet** is 10 years or over (7 years or over for **Select Breeds**) or **You** have selected Pet%Share Option, **You** must pay the set amount and the percentage amount on the first claim for each unrelated **Injury** or **Illness**. The percentage amount is calculated on the amount left after the set amount is taken. **You** must then pay the percentage amount on each and every **Veterinary Fees** claim thereafter. The percentage is shown on **Your Certificate of Insurance** under Animal Details section.

**Family** means **Your** husband, wife, civil partner, life partner, parents, grandparents, brothers, sisters, sons, daughters, grandsons, and/or granddaughters including **Family** of step and defacto relationships.

**Home** means the place in Australia where **You** usually **live**.

**Illness** means any change to a normal healthy state, sickness, disease, defects and abnormalities including defects and abnormalities **Your Pet** was born with or were passed on by its parents.

**Immediate Family** means husband, wife, civil partner, life partner, defacto partner, parents, sons and daughters, including **Family** of step and/or defacto relationships.

**Injury** means a physical **Injury** resulting solely and directly from an **Accident**. Not an **Injury** that happens over a period of time or is of a gradual nature.

**Journey** means travel from **Your Home** within Australia, and/or to New Zealand for a maximum of 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 New Zealand and return **Journeys** to **Your Home** during the period of travel.

**Market Value** means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time **You** got **Your Pet**.

**Maximum Benefits** means the most **We** will pay for the relevant level of cover **You** have chosen during the **Period of Insurance** as set out in the **Certificate of Insurance** under Animal Details section. If **You** transfer **Your Pet** to a plan with additional or higher benefit limits, the additional or higher benefits will not apply if the **Condition** being claimed for first occurred prior to the change in the level of cover.

**Our Vet** means the **Vet We** employ to carry out **Treatment** to **Your Pet** or discuss **Your Pet's Treatment** with **Your Vet**.

**Period of Insurance** means the **Period** stated in **Your Certificate of Insurance**. It does not refer to any prior **Period of Insurance** if the **Policy** is a renewal of a previous **Policy** or any future **Period of Insurance** for any **Policy You** may enter into with **Us** upon renewal. Each **Period** is treated as separate. This is normally 12 months but may be less if **Your Pet** has been added to **Your Insurance** or it has been cancelled.

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

**Pre-Existing Condition** means any **Condition(s)** or symptoms or signs of that **Condition** occurring or existing in any form prior to the **Policy** commencement date, or any **Injury** or **Illness** or symptoms or signs of that **Injury** or **Illness** occurring or existing in any form during the **Waiting Period**. When referring to **Pre-Existing Conditions**, and **Conditions** affecting a part of **Your Pet's** body of which it has two, will be deemed to be a **Bilateral Condition** and both will be excluded from cover.

**Routine Treatment** and or **Preventative** means care or **Treatment** such as check ups and procedures that are designed to prevent future **Illnesses** from occurring rather than treating existing **Illnesses**. These include, but not limited to annual physical examinations and check ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention; dental check ups and dental scale & polish or teeth cleaning, removal of misalignment or retained deciduous teeth.

**Select Breeds** means Bandog, Boerboel, Beauceron, Bernese Mountain Dog, All Bulldogs (i.e English, American, Australian, Miniature), Bull Arab, Deerhound, Dogue de Bordeaux, Estrela Mountain Dog, Great Dane, Irish Wolfhound, Leonberger, All Mastiff Breeds, Newfoundland, Old English Sheepdog, Pyrenean Mountain Dog, Rottweiler, Shar Pei, St Bernard or any crosses of these breeds.

**Treatment** means **Veterinary Treatment** or **Alternative Treatment**.

**Veterinary Fees** means the amount **Vets** in general or referral practice reasonably and generally charge.

**Vet** means a registered veterinarian, specialist veterinarian, **Vet**

practice, clinic, hospital, centre including referral hospitals, licensed to practice in Australia, other than one who may be the Insured.

**Veterinary Treatment** means any examination, consultation, advice, tests, X-rays, legally prescribed medication, surgery and nursing required to treat and **Illness** or **Injury** that is provided by a veterinary practice, or a **Vet** nurse or another member of the **Vet** practice, under the supervision of the **Vet**, which is not **Routine, Preventative** or **Elective Treatment**. This includes physiotherapy and **Treatment** of a **Behavioural Illness** provided it is carried out by a veterinary practice.

**Waiting Period** means a **Period** of 21 days starting from the commencement date shown on **Your Certificate of Insurance** of the initial **Period of Insurance** during which an **Illness** or **Condition** first occurs or shows **Clinical Signs** will be excluded from Cover unless otherwise stated on **Your Certificate of Insurance**. The **Waiting Period** will not apply for any **Policy** that is a renewal of this **Policy**.

#### General conditions

1. During the **Period of Insurance You** must take all reasonable steps to maintain **Your Pet's** health and to prevent **Injury, Illness** and loss, and provide **Veterinary Treatment** normally recommended by a **Vet** to prevent **Illness** or **Injury**.
2. **You** must arrange for **Your Pet** to be kept vaccinated against the following:  
Dogs: distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination), and parvovirus and any other vaccination recommended to **You** by a **Vet**.  
Cats: feline infectious enteritis, feline leukaemia and cat flu and any other vaccination recommended to **You** by a **Vet**. If **You** do not keep **Your Pet** vaccinated, **We** will not pay any claims that result from any **Illness** it must be vaccinated against.
3. **You** must arrange and pay for **Your Pet** to have a yearly dental exam, and any oral **Treatment** your **Vet** recommends as a result of that examination.
4. If, when **You** claim, there is any other insurance under which **You** are entitled to an indemnity, to the extent permitted by law, **We** will only pay **Our** share of the claim. **You** must tell **Us** the name and address of the other insurance company and **Your Policy** number with them.
5. If **You** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them in **Your** name at **Our** expense. **You** must give **Us** all the help **You** can and provide any documents **We** ask for.
6. If **You** have provided false information or make a false or exaggerated claim, or any claim involving **Your** dishonesty, this **Policy** will end and **We** will not make any further payments.
7. If **You** submit a fraudulent claim, or solicit **Your Vet** to behave in a fraudulent manner or persuade them to falsify information regarding a claim, then the claim may be denied and **We** may cancel **Your Policy**. **We** may also be entitled to reclaim any payments already made to **You** in respect to such claims.
8. **You** can cancel **Your Policy** by writing to **Us**. **You** are entitled to a refund of the money **You** have paid for the **Period of Insurance** after the cancellation date, providing no claims have been paid on the **Policy**.
9. In the event that **You** cancel the **Policy** for what ever reason after having made a claim, no premium refunds are payable and the remaining premium for that **Period of Insurance** must be paid.
10. When **We** settle **Your** claim, **We** reserve the right to deduct from the claim amount, any amount due to **Us**.

11. **You** agree that **Vet** that holds any information about **Your Pet** has **Your** permission to release any such information **We** ask for about **Your Pet**. If the **Vet** makes a charge for this, **You** must pay the charge.
12. If **We** agree for a claim payment to be paid directly to **Your Vet** and **You** allow this, then if the **Vet**, who has treated **Your Pet** or is about to treat **Your Pet**, asks for information about **Your Insurance** that relates to a claim, **We** will tell the **Vet** what the **Insurance** covers, what **We** will not pay for, how the amount **We** pay is calculated and if the premiums are paid to date.
13. When **We** offer further periods of **Insurance**, **We** may change the premium and the terms and conditions, and add exclusions because of **Your Pet's** history.
14. **We** will not guarantee on the phone if **We** cover a claim. **You** must send **Us** a claim form that has been properly filled in. **We** will then write to **You** with **Our** decision.
15. When **You** claim **You** agree to give **Us** any information **We** may reasonably ask for.
16. **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**. And if **We** decide, **You** must also take **Your Pet** to a **Vet** that **We** choose
17. If the **Veterinary Fees** **You** are charged are higher than the **Fees** normally charged by a general or referral practice, **We** reserve the right to request a second opinion from a **Vet** that **We** choose as to whether the fees are reasonable. If the **Vet** **We** choose 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.
18. If **We** consider the **Veterinary Treatment** or **Alternative Treatment** **Your Pet** receives may not be required, or may be excessive when compared with the **Treatment** normally recommended to treat the same **Illness** or **Injury** by general or referral practices, **We** reserve the right to request a second opinion from a **Vet** that **We** choose. If the **Vet** **We** choose does not agree with the **Veterinary Treatment** or **Alternative Treatment** provided is reasonably required **We** may decide to pay only the cost of the **Veterinary Treatment** or **Alternative Treatment** that was necessary to treat the **Injury** or **Illness**, as advised by the **Vet** from whom **We** have requested the second opinion.
19. **We** have the right to cancel **Your Policy** where permitted by the Insurance Contracts Act (1984).
20. Any rights and remedies **You** have under the Insurance Contracts Act 1984 are not affected by **Your Policy**.
21. Payments by installments. If **You** pay by monthly installments and if **You** do not pay on time, then if the outstanding installment remains unpaid for at least 14 days **We** can refuse to pay a claim arising after the payment was due or if the installment remains unpaid for at least one month **We** can cancel **Your Policy**. **We** also reserve the right to have **You** pay the rest of the yearly premium immediately.
22. Cancellation rights
  - a. In addition to **Your** cooling off rights detailed earlier, the Insured(s) may cancel the **Policy** at any time by telephoning **Us**.
  - b. **We** have the right to cancel the **Policy** permitted by and in accordance with the law. for example, **We** may cancel:
    - if **You** fail to comply with **Your** Duty of Disclose; or
    - where **You** have made a misrepresentation to **Us** during negotiations prior to the issue of the **Policy**; or
    - where **You** have failed to comply with a provision of the **Policy**, including the term relating to payment of premium; or

- where **You** have made a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**, and **We** may do so by giving **You** three days notice in writing of the date from which the **Policy** will be cancelled. The notification may be delivered personally or posted to **You** at the address last notified to **Us**.

- c. Subject to d., if **You** or **We** cancel the **Policy** **We** may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the **Policy** **We** incur and any government taxes or duties **We** cannot recover.

#### 23. Policy Limits

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

#### 24. Excess

If **You** make a claim under any section of this **Policy** **You** may be required to pay and **Excess**. Most Excesses are detailed on **Your Certificate of Insurance** but some additional **Excesses** may apply to some additional benefits provided by this **Policy**. **You** should read **Your Policy** and **Your Certificate of Insurance** carefully so that **You** are aware of what **Excesses** may be applicable in the event of a loss.

#### Cover

In return for the correct premium, **We** will provide **You** with cover as set out in the following sections if they are shown as covered on **Your Certificate of Insurance** of **Your Policy**. The cover applies in Australia and it applies while **You** are on holiday or at a dog or cat show in New Zealand for a total of 30 days for all **Your** visits in the **Period of Insurance**. The cover **You** have chosen and the applicable **Maximum Benefits** and **Excesses** will be shown on **Your Certificate of Insurance**. (See **Pet Excess** table for details).

Pet Excess Table	Excess
Dogs under the age of 10yrs & <b>Select Breeds</b> under the age of 7yrs	\$100 or \$250 or \$500
Dogs aged 10yrs or over & <b>Select Breeds</b> aged 7yrs or over	\$100 or \$250 or \$500 +35% of the balance of the cost of the <b>Treatment</b>
Dogs under the age of 10yrs & <b>Select Breeds</b> under the age of 7 yrs if <b>You</b> have chosen to pay a percentage of the cost of <b>Treatment</b> shown as cover plan <b>Pet%Share</b> on <b>Your Certificate of Insurance</b>	\$100 or \$250 or \$500+25% of the balance of the cost of the <b>Treatment</b>
Dogs aged 10yrs or over & <b>Select Breeds</b> aged 7yrs or over if <b>You</b> have chosen to pay a percentage of the cost of <b>Treatment</b> shown as cover plan <b>Pet%Share</b> on <b>Your Certificate of Insurance</b>	\$100 or \$250 or \$500 +50% of the balance of the cost of the <b>Treatment</b>
Legal Liability Cover for Dogs	\$500
Cats under the age of 10yrs	\$100 or \$250 or \$500
Cats aged 10yrs or over	\$100 or \$250 or \$500 +35% of the balance of the cost of the <b>Treatment</b>
Cats under the age of 10yrs if <b>You</b> have chosen to pay a percentage of the cost of <b>Treatment</b> , shown as cover plan <b>Pet%Share</b> on <b>Your Certificate of Insurance</b>	100 or \$250 or \$500 +25% of the balance of the cost of the <b>Treatment</b>
Cats aged 10yrs or over if <b>You</b> have chosen to pay a percentage of the cost of <b>Treatment</b> shown as cover plan <b>Pet%Share</b> on <b>Your Certificate of Insurance</b> .	\$100 or \$250 or \$500 +50% of the balance of the cost of the <b>Treatment</b>

## Section 1A - Vet's fees

### What We will pay

The cost of any **Veterinary Fees** incurred by **You** during the **Period of Insurance** for **Veterinary Treatment Your Pet** has received for any covered **Illness** or **Injury** up to the **Maximum Benefit**.

### What You pay

For each **Illness** or **Injury** that is treated during the **Period of Insurance** and is not related to any other **Illness** or **Injury** treated during the same **Period of Insurance**, **You** must pay the **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** in the Animal Details section. This also means when the **Treatment** dates of an **Illness** or **Injury** fall into two or more **Periods of Insurance** **You** must pay an **excess** for each **Period of Insurance**.

### What We will not pay

1. More than the **Maximum Benefit**.
2. To the extent permitted by law, costs of any **Treatment** for:
  - i) an **Injury** that happened or an **Illness** that first showed **Clinical Signs** before **Your Pet's** cover started; or,
  - ii) 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 it's cover started; or,
  - iii) 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** are noticed or happened in, or on **Your Pet's** body.
3. To the extent permitted by law, costs of any **Treatment** for:
  - i) an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or,
  - ii) an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or,
  - iii) an **Injury** or **Illness** that is caused by, relates to or results from a **Clinical Signs** that was first noticed, or an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting, no matter where the **Injury, Illness** or **Clinical Signs** are noticed or happened in, or on **Your Pet's** body.
4. The cost of any **Preventative, Routine** or **Elective Treatment** a **Vet** normally recommends to prevent **Injury** or **Illness**.
5. The cost of any **Treatment**, or complications arising from **Treatment**, that **You** choose to have carried out that is not directly related to an **Injury** or **Illness**, including cosmetic dentistry.
6. The cost of killing and controlling fleas, general health improvers and any **Treatment** in connection with pregnancy or giving birth.
7. The cost of pheromone products, including DAP diffusers and Feliway (Animal **Behavioural**/mood modification products).
8. The cost of any food, including food prescribed by a **Vet**, unless it is used to dissolve existing bladder stones and crystals in urine.
9. The cost of vaccinations, spaying and castration except the cost of treating any complications arising from these procedures.
10. The cost of treating any **Injury** or **Illness** deliberately caused by **You** or anyone living with **You**, or while **You** are on **Your Journey** anyone travelling with **You**.
11. The costs of having **Your Pet** put to sleep, cremated, buried or otherwise disposed of.
12. The cost of house calls unless the **Vet** confirms that moving **Your**

**Pet** would further damage its health, regardless of **Your** personal circumstances.

13. Extra costs for treating **Your Pet** outside usual surgery hours, unless the **Vet** confirms an emergency consultation is necessary.
14. The cost of hospitalisation and any associated **Veterinary Treatment** unless the **Vet** confirms it is essential that **Your Pet** is hospitalised.
15. Costs resulting from an **Injury** or **Illness** that are excluded under **Your Policy** or generally not covered within these Terms and Conditions.
16. The cost of surgical items that can be used more than once.
17. The cost of physiotherapy or **Treatment** of a **Behavioural Illness** unless this is carried out by a veterinary practice.
18. The cost of **Treatment** for a **Behavioural Illness** if **Your Pet's** behaviour is caused by **You** failing to provide training.
19. The cost of any form of housing, including cages, whether hired or purchased.
20. The cost of hiring a swimming pool, hydrotherapy pool or any other pool or hydrotherapy equipment.
21. The cost of bathing **Your Pet** unless a **Vet** confirms veterinary expertise is needed and therefore only a **Vet** or a member of a **Vet** practice can carry out these activities, regardless of **Your** personal circumstances.
22. 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**.
23. The cost of dental **Treatment** unless **Your Pet** has had its teeth checked by a **Vet** no longer than 12 months before the onset date of the event giving rise to the claim. If any **Treatment** was recommended as a result of the check this must have been carried out.
24. The cost of a post mortem examination, voluntary euthanasia, attributable to an exclusion.
25. The cost of transplant surgery, including any pre and post operative care.
26. The cost of any **Treatment** while on a **Journey** if a **Vet** believes it can be delayed until **Your Pet** returns **Home**.
27. The cost of any **Treatment** if the **Journey** was made to get **Treatment** outside of Australia.
28. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.

### How to claim

Before **Your Pet** is treated, **You** must make sure that the **Vet** is prepared to complete **Our** claim form and provide invoices, and where requested, complete medical history of **Your Pet**.

**You** must fill in a claim form and ask **Your Vet** to fill in their part. **We** will not pay for the **Vet** to do this. Send **Us** the claim form together with the original invoices setting out the costs involved.

Claim forms can be downloaded from **Our** website [www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan) or alternatively **You** can phone **Our** Customer Centre on 1300 131 512 and ask for a claim form.

If a claim has not been submitted within 12 months of **Your Pet** receiving **Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

### When to claim

**You** should send **Us Your** claim at the end of any **Treatment** or the end of the **Period of Insurance** if the **Treatment** has not finished by this time. Please submit the claim form within 12 months of the **Pet** receiving **Treatment**.

## Section 1B - Alternative Treatment

### What We will pay

If instructed by the **Vet**, the cost of any **Alternative Treatment** **Your Pet** has received during the **Period of Insurance** that is deemed necessary by **Your Vet** for the **Treatment** of an **Illness** or **Injury** up to the **Maximum Benefit**.

### What You pay

For each **Illness** or **Injury** that is treated during the **Period of Insurance** and is not related to any other **Illness** or **Injury** treated during the same **Period of Insurance**, **You** must pay the **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under Animal Details section. This also means when the **Treatment** dates of an **Illness** or **Injury** fall into two or more **Period of Insurances** **You** must pay an **Excess** for each **Period of Insurance**.

### What We will not pay

1. More than the **Maximum Benefit**.
2. To the extent permitted by law, costs of any **Treatment** for:
  - i) an **Injury** that happened or an **Illness** that first showed **Clinical Signs** before **Your Pet's** cover started; or
  - ii) 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 it's cover started; or
  - iii) 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** are noticed or happened in, or on **Your Pet's** body.
3. To the extent permitted by law, costs of any **Treatment** for:
  - i) an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or
  - ii) an **Illness** which is the same as, or has the same diagnosis or **Clinical Signs** as an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or
  - iii) an **Injury** or **Illness** that is caused by, relates to or results from a **Clinical Signs** that was first noticed, or an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting, no matter where the **Injury, Illness** or **Clinical Signs** are noticed or happened in, or on **Your Pet's** body.
4. The cost of any **Preventative, Routine** or **Elective Treatment** a **Vet** normally recommends to prevent **Injury** or **Illness**.
5. The cost of any **Treatment**, or complications arising from **Treatment**, that **You** choose to have carried out that is not directly related to an **Injury** or **Illness**, including cosmetic dentistry.
6. The cost of killing and controlling fleas, general health improvers and any **Treatment** in connection with pregnancy or giving birth.
7. The cost of pheromone products, including DAP diffusers and Feliway (Animal Behavioural/mood modification products).
8. The cost of any food, including food prescribed by a **Vet**, unless it is used to dissolve existing bladder stones and crystals in urine.
9. The cost of vaccinations, spaying and castration except the cost of treating any complications arising from these procedures.
10. The cost of treating any **Injury** or **Illness** deliberately caused by **You** or anyone living with **You**, or while **You** are on **Your Journey** anyone travelling with **You**.
11. The costs of having **Your Pet** put to sleep, cremated, buried or otherwise disposed of.

12. The cost of house calls unless the **Vet** or **Alternative Treatment** therapist confirms that moving **Your Pet** would further damage its health, regardless of **Your** personal circumstances.
13. Extra costs for treating **Your Pet** outside usual surgery hours, unless the **Vet** or **Alternative Treatment** therapist confirms an emergency consultation is necessary.
14. The cost of hospitalisation and any associated **Veterinary Treatment** unless the **Vet** or **Alternative Treatment** therapist confirms it is essential that **Your Pet** is hospitalised.
15. Costs resulting from an **Injury** or **Illness** that are exclude under **Your Policy** or generally not covered within these terms and conditions
16. The cost of surgical items that can be used more than once.
17. The cost of physiotherapy or **Treatment** of a **Behavioural Illness** unless this is carried out by a **Veterinary** practice.
18. The cost of **Treatment** for a **Behavioural Illness** if **Your Pet's** behaviour is caused by **You** failing to provide training.
19. The cost of any form of housing, including cages, whether hired or purchased.
20. The cost of hiring a swimming pool, hydrotherapy pool or any other pool or hydrotherapy equipment.
21. The cost of bathing **Your Pet** unless a **Vet** or **Alternative Treatment** therapist confirms **Veterinary** expertise is needed and therefore only a **Vet** or a member of a **Vet Practice** or **Alternative Treatment** therapist can carry out these activities, regardless of **Your** personal circumstances.
22. 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 agreed.
23. The cost of dental **Treatment** unless **Your Pet** has had its teeth checked by a **Vet** no longer than 12 months before the onset date of the event giving rise to the claim. If any **Treatment** was recommended as a result of the check this must have been carried out.
24. The cost of a post mortem examination, voluntary euthanasia, attributable to an exclusion.
25. The cost of transplant surgery, including any pre and post operative care.
26. The cost of any **Treatment** while on a **Journey** if a **Vet** or **Alternative Treatment** therapist believes it can be delayed until **Your Pet** returns **Home**.
27. The cost of any **Treatment** if the **Journey** was made to get **Treatment** outside of Australia.
28. Any pandemic disease that causes widespread **Illness, death** or destruction affecting dogs and cats.

### How to claim

Before **Your Pet** is treated, **You** must make sure that the **Vet** is prepared to complete **Our** claim form and provide invoices, and where requested, complete medical history of **Your Pet**.

**You** must fill in a claim form and ask **Your Vet** to fill in their part. **We** will not pay for the **Vet** to do this. Send **Us** the claim form together with the original invoices setting out the costs involved.

Claim forms can be downloaded from **Our** website [www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan) or alternatively **You** can phone **Our** Customer Centre on 1300 131 512 and ask for a claim form.

If a claim has not been submitted within 12 months of **Your Pet** receiving **Treatment**, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

## When to claim

**You** should send **Us** **Your** claim at the end of any **Treatment** or the end of the **Period of Insurance** if the **Treatment** has not finished by this time. Please submit the claim form within 12 months of the **Pet** receiving **Treatment**.

## Section 2 - Advertising and rewards

### What We will pay

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

1. the cost of advertising; and
2. the reward **You** have offered and paid to get **Your Pet** back.
3. If **Your Pet** is stolen or goes missing during **Your Journey**, **We** will 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 We will not pay

1. More than the **Maximum Benefit**.
2. More than 10% of the **Maximum Benefit** towards sundries to make **Your** own posters and advertising material.
3. Any reward that **We** have not agreed to before **You** advertised it.
4. Any reward not supported by a signed receipt giving the full name and address of the person who found **Your Pet**.
5. Any reward paid to any person living with **You** or employed by **You**, including anyone travelling with **You** during **Your Journey**.
6. Any reward paid to a person who was caring for **Your Pet** when it was stolen.
7. More than seven (7) days accommodation cost and more than \$60 for each days accommodation, if **Your Pet** is stolen or goes missing during **Your Journey**.
8. If **Your Pet** is stolen or goes missing during **Your Journey**, any amount if the cost of accommodation is at a property owned by **You** or **Your family**.
9. Any amount if **Your Pet** is stolen or goes missing during **Your Journey**, unless there is some official documentation to certify the theft or loss was reported to the Police, or shipping or aircraft operator if the loss happened while **You** were travelling with them.

## SPECIAL CONDITIONS THAT APPLY TO THIS SECTION WHEN **Your Pet** IS STOLEN OR GOES MISSING DURING **Your Journey**.

1. **You** must report the loss or theft of **Your Pet** within 24 hours of discovering it missing, to the Police and obtain a Police incident report. If **Your Pet** was lost or stolen whilst in transit, **You** must report it to the loss or theft to the operator and obtain a report.
2. **You** must immediately take all reasonable steps to find or recover **Your Pet**.

## How to claim

Please phone **Us** on 1300 131 512 for approval of any reward before **You** advertise it. **We** will then send **You** a claim form for advertising and rewards.

Fill in the claim form and send it to **Us** with invoices and receipts to show the costs involved, including a receipt for any reward **You** paid. If the loss of 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**.

## When to claim

**You** should send **Us** **Your** claim if **Your Pet** is not recovered or returned after 30 days of being lost or stolen. If a claim has not been submitted within 12 months of **Your Pet** being stolen, or going missing **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

## Section 3 - Boarding Kennel and Cattery Fees

### What We will pay

The cost of boarding **Your Pet** at a licensed kennel or cattery or up to \$15.00 a day towards the cost of someone, who does not live with **You**, looking after **Your Pet** while **You** are an inpatient in a hospital during the **Period of Insurance**.

To the extent permitted by law,

### What We will not pay

1. More than the **Maximum Benefit**.
2. To the extent permitted by law, any amount if **You** are in hospital for less than 4 days.
3. To the extent permitted by law any costs resulting from **You** having to go into hospital because of a sickness, disease, disability, **Injury** or **Illness** that first occurred or manifested its self prior to or at the commencement of the **Period of Insurance** or was showing symptoms before **Your Pet** was covered.
4. Any costs resulting from **You** being pregnant, giving birth or any treatment that is not related to an injury or illness.
5. Any costs resulting from **You** going into hospital for the treatment of alcoholism, drug abuse, drug addiction, attempted suicide or self-inflicted injuries, or cosmetic surgery or other forms of elective surgery.
6. Any costs resulting from nursing home care or from convalescence care that **You** do not receive in a hospital.

## How to claim

Claim forms for boarding kennel and cattery fees, can be downloaded from **Our** website [www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan) or phone **Our** Customer Centre on 1300 131 512.

Please send **Us** a claim form filled in by **Your** doctor or consultant and by the owner of the boarding kennel or cattery. **We** will not pay for this information. **We** also need an invoice from the kennel or cattery or written confirmation from the person looking after **Your Pet**.

## Section 4 - Theft or straying

### What We will pay

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

### What You pay

For each claim under this section during the **Period of Insurance**, **You** must pay an **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under Animal Details section.

### What We will not pay

1. More than the **Maximum Benefit**.
2. Any amount if **Your Pet** is covered under Budget Dog Plan or Budget Cat Plan.

3. 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.

### SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

If **Your Pet** is found or returns, **You** must repay the full amount **We** have paid **You**.

If **Your Pet** is a dog, as soon as **You** discover **Your** dog is missing, **You** must:

1. Tell the police and ask for the crime reference number or written confirmation of **Your** report; and
2. Tell all the **Vets** and local rescue centres within a reasonable distance of the area where **Your** dog was last seen, within five (5) days of **Your** dog going missing; and
3. If **Your** dog has not been found within 30 days, fill in a claim form and return it to **Us** as soon as possible.

If **Your Pet** is a cat, as soon as **You** discover **Your** cat is missing, **You** must:

1. Tell all **Vets** and local rescue centres within a reasonable distance of the area where **Your** cat was last seen;
2. If **Your** cat has been stolen tell the police and ask for the crime reference number or written confirmation of **Your** report; and
3. If **Your** cat has not been found within 30 days, fill in a claim form and return it to **Us** as soon as possible.

### How to claim

A claim form for theft or straying, can be downloaded from **Our** website [www.cityfarmers.com.au/petplan.com.au](http://www.cityfarmers.com.au/petplan.com.au) or phone **Our** Customer Centre on 1300 131 512.

To claim for theft or straying **You** must have advertised the loss of **Your Pet**. Please send **Us**;

- 1) the **Pets** original Pedigree Certificate and purchase receipt from where **You** bought **Your Pet**, where applicable; and
- 2) **Your** claim form.

**We** will not pay for this information. Please note, if the claim is paid the **Pets** original Pedigree Certificate and purchase receipt will not be returned to **You**.

### When to claim

**You** should send **Us** **Your** claim if **Your Pet** is not recovered or returned after 30 days of being lost or stolen. If a claim has not been submitted within 12 months of **Your Pet** being stolen, or going missing **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

## Section 5 - Death from Injury

### What We will pay

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

### What You pay

For each claim under this section during the **Period of Insurance**, **You** must pay an **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under **Animal Details** section.

### What We will not pay

1. More than the **Maximum Benefit**.
2. Any amount if **Your Pet** is covered under Budget Dog Plan, Budget Cat Plan or Standard Cat Plan.
3. To the extent permitted by law, any amount if the death results from an **Injury** that happened prior to the **Period of Insurance**.
4. Any amount if the death results from an **Injury** or **Illness** specified as excluded on **Your Certificate of Insurance** or generally not covered within these terms and conditions.
5. Any amount if **Your Pet** is put to sleep by a **Vet** unless the **Vet** has put **Your Pet** to sleep as a result of an **Injury** that cannot be treated and believes it was not humane to keep **Your Pet** alive because it was suffering.

### How to claim

A claim form for accidental death, can be downloaded from **Our** website [www.cityfarmers.com.au/petplan.com.au](http://www.cityfarmers.com.au/petplan.com.au) or phone **Our** Customer Centre on 1300 131 512.

Please send **Us**:

1. A death certificate from **Your Vet**.
2. The **Pets** original Pedigree Certificate and receipt from when **You** bought **Your Pet**, where applicable, and
3. **Your** claim form.

**We** will not pay for this information.

### When to claim

**You** should send **Us** **Your** claim as soon as possible after the death of **Your Pet**. If a claim has not been submitted within 12 months of **Your Pet's** death, **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim

## Section 6 - Death from Illness

### What We will pay

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

### What You pay

For each claim under this section during the **Period of Insurance**, **You** must pay an **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under **Animal Details** section.

### What We will not pay

1. More than the **Maximum Benefit**.
2. Any amount if **Your Pet** is covered under Budget Dog Plan, Standard Dog Plan, Budget Cat Plan or Standard Cat Plan.
3. To the extent permitted by law, any amount if **Your Pet's** death results from:
  - i) an **Illness** that first showed **Clinical Signs** before **Your Pet's** cover started; or
  - ii) an **Illness** that is the same as, or has the same diagnosis or **Clinical Signs** as an **Illness** or **Clinical Sign** **Your Pet** had before cover started; or
  - iii) an **Injury** or **Illness** that is caused by, relates to or results from an **Illness** or **Clinical Signs** **Your Pet** had before it's cover started, no matter where the **Injury**, **Illness** or **Clinical Signs** are noticed or happen in or on **Your Pet's** body.
4. To the extent permitted by law, any amount if **Your Pets** death results from;

- i) an **Illness** first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or,
  - ii) an **Illness** that is the same as, or has the same diagnosis or **Clinical Signs** as an **Illness** or **Clinical Signs Your Pet** has before it's cover started or within 21 days of **Your Pet's** cover starting; or
  - iii) an **Illness** that is caused by, arises from or is in any way connected with or results from an **Illness** or **Clinical Sign** that was first noticed, or an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting, no matter where the **Injury, Illness** or **Clinical Signs** are noticed or happen in or on **Your Pet's** body.
5. Any amount if the death results from an **Illness** or disease in any **Select Breed** aged 5 years or over or any other **Pet** aged 8 years or over.
  6. Any amount if the death results from pregnancy or giving birth.
  7. Any amount if the death results from an **Injury** or **Illness** specified as excluded on **Your Certificate of Insurance** or generally not covered within these terms and conditions.
  8. The purchase price or **Market Value** of **Your Pet** if a **Vet** puts **Your Pet** to sleep unless it is because of an incurable **Illness** and the **Vet** believes it was not humane to keep **Your Pet** alive because it was suffering.

### How to claim

For a claim form for death from **Illness**, download a claim form from **Our** website [www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan) or phone **Our** Customer Centre on 1300 131 512. Please send **Us**:

1. A death certificate from **Your Vet**;
2. The original Pedigree Certificate and receipt from when **You** bought **Your Pet**, where applicable; and
3. **Your** completed claim form.

**We** will not pay for this information.

### When to claim

**You** should send **Us** **Your** claim as soon as possible after the death of **Your Pet**. If a claim has not been submitted within 12 months of **Your Pet's** death **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

## Section 7- Holiday cancellation

### What We will pay

1. Any travel and accommodation expenses for **You** and **Your Immediate Family**, that **You** cannot recover if **You** have to cancel **Your Journey** during the **Period of Insurance** because **Your Pet** is **Injured** or shows the first **Clinical Signs** of an **Illness** up to 7 days before **You** leave and so needs immediate life-saving surgery.
2. Any travel and accommodation expenses for **You** and **Your Immediate Family** that **You** cannot recover if **You** have to cut short **Your Journey** during the **Period of Insurance** because **Your Pet**.
  - goes missing; or
  - is **Injured** or shows the first **Clinical Signs** of an **Illness** while **You** are away and needs immediate life-saving surgery.
3. If **Your Pet** goes with **You** on the **Journey** and is **Injured** or shows the first **Clinical signs** of an **Illness** during the **Journey** and has to return **Home** for **Vet Treatment**, which means **You** have to cut short **Your** holiday, **We** will pay;
  - the value of any unused travel and accommodation expenses that **You** and **Your Immediate Family** have paid for; and
  - any extra travel expenses to return **Your Pet Home**.

### What You pay

For each claim under this section during the **Period of Insurance**, **You** must pay an **Excess** as shown in the **Excess** table or on **Your Certificate of Insurance** under Animal Details.

### What We will not pay

1. More than the **Maximum Benefit**.
2. Any amount if **Your Pet** is covered under Budget Dog Plan, Budget Cat Plan.
3. To the extent permitted by law, any amount or expense resulting from;
  - i) an **Injury** that happened or an **Illness** that first showed **Clinical Signs** before **Your Pet's** cover started; or
  - ii) an **Injury** or **Illness** that is the same as, or has the same diagnosis or **Clinical Signs** as an **Illness** or **Clinical Sign Your Pet** had before cover started; or
  - iii) an **Injury** or **Illness** that is caused by, relates to or results from an **Illness** or **Clinical Signs Your Pet** had before it's cover started, no matter where the **Injury, Illness** or **Clinical Signs** are noticed or happen in or on **Your Pet's** body.
4. To the extent permitted by law, any amount or expenses resulting from;
  - i) an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or,
  - ii) an **Illness** that is the same as, or has the same **diagnosis** or **Clinical Signs** as an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting; or
  - iii) an **Illness** that is caused by, arising from, or in any way connected with or relates to or results from an **Illness** or **Clinical Sign** that was first noticed, or an **Illness** that first showed **Clinical Signs** within 21 days of **Your Pet's** cover starting, no matter where the **Injury, Illness** or **Clinical Signs** are noticed or happen in or on **Your Pet's** body.
5. Any amount payable for travel expenses to return **Your Pet Home** unless a **Vet** has certified **Your Pet** is too ill to travel or has to return **Home** for **Treatment**.
6. Any amount if **Your Journey** was made to get **Veterinary** or **Alternative Treatment** outside of Australia.
7. As permitted by law, any amount **You** can claim back for anywhere else.
8. The cost of food.
9. Any costs relating to a holiday **You** booked less than 28 days before **You** were due to leave.
10. Any costs resulting from an **Injury** or **Illness** **We** have specified as excluded on **Your Certificate of Insurance** or generally not covered by these terms and conditions.

### How to claim

A claim form for holiday cancellation can be downloaded from **Our** website [www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan) or phone **Our** Customer centre on 1300 131 512. Please send **Us**;

1. a claim form which **You** and **Your Vet** have filled in; and
2. the booking invoice and cancellation invoice from the travel agent, tour operator or other holiday sales organisation if **You** have cancelled or cut short **Your Journey**; and
3. receipts for **Your** expenses if **You** are claiming for extra travelling expenses.

The invoices must show the date of the booking, the dates of the **Journey**, the total cost of the holiday, the date **You** decided to cancel or return **Home** and any expenses **You** cannot recover.

**We** will not pay for this information.

## When to claim

**You** should send us **Your** claim form as soon as possible after **Your** holiday cancellation. If a claim has not been submitted within 12 months of **Your** holiday cancellation **We** may refuse to pay the claim, to the extent that **We** are prejudiced by the late notification of the claim.

## Section 8- Third Party Liability for Dogs

This section only applies to **Your Dog** named on the **Certificate of Insurance**. The reference in this section to **Your Pet** is to **Your Dog**.

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

If **You** have or if **You** later effect any insurance or insurances which cover any matter covered by this Section 8, in whole or in part, to the extent permitted by law, when the other insurance applies to a covered loss, **We** will pay only in excess of the other insurance, limited to the indemnity being provided by this Section.

## What We will pay

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

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

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 or New Zealand. The maximum amount **We** will pay for each claim under this **Section 8 - Legal Liability for Dogs** covered by Budget Dog Plan is \$1,000,000 (Australian), for Dogs covered by Standard Dog Plan is \$3,000,000 (Australian), for Dogs covered by Supreme Dog Plan is \$5,000,000 (Australian). Where permitted by law, this limit will be reduced by any amount paid under any other insurance **You** have with **Us**, that provides cover for the same liability, loss, Accident, occurrence or incident.

## Legal costs and expenses

In addition to the above maximum amount, **We** will also pay 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.

## What you pay

\$500 excess applies to this benefit.

## What We will not pay

1. **We** will not cover **You** for **Your** legal liability for:
  - a. damage to **Your** property,
  - b. **Injury** to any person who normally lives with **You**, or for damage to their property,
  - c. **Injury** to **Your** employees, or for damage to their property,
  - d. loss of or damage to property in **Your** care, custody or control or the control or the care, custody or control of **Your** employees or any person who normally lives with **You**,
  - e. claims involving **Your** business trade or profession, or 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. which **You** are liable because of the terms of an agreement (unless **You** would have been liable if the agreement did not exist),

- g. claims caused by, arising out of, or in any way connected with asbestos,
- h. 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. Except for accidents happening in Canada or the United States of America, this exclusion will not apply if such discharge, dispersal, release or escape is caused by an **Accident** involving **Your Pet**.

**We** will not pay expenses for the prevention of such contamination or pollution,

- i. claims caused by, arising out of, or in any way connected with
    - pregnancy, or
    - the transmission of disease
  - j. 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 rehoming organisation about the behaviour of **Your Pet**.
2. **We** will not:
    - a. cover **You** for any legal liability (or any part of it) where it is covered or indemnified, in any way under any;
      - statutory or compulsory scheme, fund or insurance, or
      - accident compensation scheme or workers compensation policy of insurance, or
      - industrial award, even if the amount is recoverable is nil,
    - b. cover **You** for any legal liability which is over that recoverable under any;
      - statutory or compulsory scheme, fund or insurance, or
      - accident compensation scheme or workers compensation policy of insurance, or
      - industrial award.
    - c. pay for any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties,
    - d. cover **You** for any legal liability if **Your Pet** is kept or lives on premises which sell alcohol, unless there is no access from the residential premises to the business premises, or
    - e. cover costs or expenses resulting from any incident specified as excluded on **Your Certificate of Insurance** or generally not covered by **Your Policy** terms and conditions

## SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

1. In this section, the term **You** and **Your** include any person looking after or handling **Your Pet** with **Your** permission. Such persons are subject to all terms, conditions and exclusions of **Your Policy**.
2. **You** must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident.
3. **You** agree to provide **Us** with any information connected with the claim **We** reasonable 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. **You** must immediately send **Us** any writ, summons or legal documents **You** receive and **You** must never send any replies to any of these documents.

7. This **Section 8 - Legal Liability for Dogs** cover will be governed by the law of the State or Territory where the policy was arranged and whose courts will have jurisdiction in any dispute.
8. A \$500 excess applies to this benefit. **You** must not make any payment without **Our** consent.

### How to claim

A claim form for Legal Liability, can be downloaded from **Our** website [www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan) or phone **Our** Customer Centre on 1300 131 512.

#### Please send **Us**:

The claim form together with all correspondence, writs, summonses or any other legal documents. **You** must not have answered any of these documents. **We** will not pay for this information.

### General Exclusions

1. A **Condition** specifically excluded on **Your Certificate of Insurance**.
2. Any animal less than 8 weeks old.
3. Cost of **Preventative** and **Routine** care or **Treatment** such as check ups and procedures that are designed to prevent future **Illnesses** from occurring rather than treating existing **Illnesses**. These include, but not limited to annual physical examinations and or check ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention; dental check ups and dental scale & polish or teeth cleaning, or removal of misalignment or retained deciduous teeth.
4. Cost of **Elective** procedures and **Treatment**, but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or **Elective** surgery including but not limited to dew-claw removal, prescription diet foods, and any **Treatment** not related to an **Injury**, **Illness**, or trauma. **Elective** Surgery or **Treatment** that is beneficial to the **Pet** but is not essential for **Your Pet's** survival or does not form part of a **Treatment** for an **Injury** or **Illness**.
5. Dogs being used for guarding, track racing or coursing.
6. Any breed of dog that is banned by any Australian Government, Public or Local Authority, or that is crossed with any banned breed or Pit Bull Terrier or Dingo or crosses of these breeds.
7. Any dog declared as a dangerous dog by a Government authority.
8. Any dog that must be registered under the Dangerous Dog Act.
9. 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.
10. 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**.
11. Any amount caused by, arising out of or in any way connected with **You** breaking Australian animal health or importation laws or regulations.
12. Legal costs, expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.
13. Any loss caused by, arising out of or in any way connected with an act of force or violence for political, religious or ideological reasons war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
14. The cost of treating any **Injury** or **Illness** or other bodily **Injury** or **Illness** caused by, arising out of, or in any way connected with a malicious act, deliberate **Injury** or bodily **Injury** or gross negligence caused by **You** or a member of **Your Immediate**

**Family** or anyone living with **You** or acting with **Your** express or implied consent.

15. Any amount resulting from an **Illness** that **Your Pet** contracted while outside Australia, or New Zealand that it would not normally have contracted in Australia or New Zealand.
16. Any amount resulting from a disease transmitted from animals to humans.
17. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
18. Any dog not vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination) and parvovirus.  
Any cat not vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and **Vets** recommend vaccination.
19. Any amount arising from or in any way connected with **Your Pet** failure to take all reasonable precautions to protect **Your Pet** from or by aggravating or prolonging an **Injury** or **Illness**.
20. Your legal liability for payment of compensation in respect of:
  - death, bodily **Injury** or **Illness**, and /or
  - physical loss or damage to property, except to the extent **You** have such cover under **Section 8 - Legal Liability** for Dogs of this **Policy** in relation to **Your** dog.

The following exclusions only apply when **Your Pet** is on a **Journey** within Australia or New Zealand.

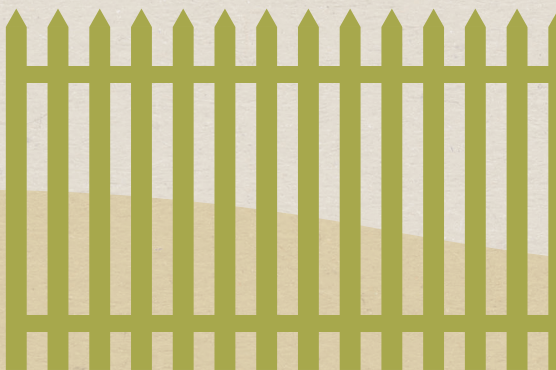
21. Any amount if **You** or **Your Pet** lives permanently outside of Australia.
22. Any **Journey** **You** take **Your Pet** on against a **vet's** advice.

### Claims procedure

1. Unless **You** are claiming for **Vet's Fees**, **You** must let **Us** know of any circumstances which are likely to lead to a claim. Please write to: City Farmers **Petplan Insurance**, 1-3 Smolic Crt, Tullamarine, VIC 3043
2. Alternatively, **You** may phone **Our** Customer Centre on 1300 131 512

**You** must then follow the procedures set out in the section under which **You** are claiming.

Please make sure **Your** claim form is fully completed by **You** and **Your Vet** as any incomplete claim forms will be returned to **You** and may delay the settlement of **Your** claim.



**Product Promoter**

City Farmers Services Pty Ltd  
ABN 16 133 225 386 AR No: 407168

**Administrator**

Petplan Australasia Pty Ltd  
ABN 64 069 468 542 AFSL No. 245663 is the sole  
Administrator of this Policy.  
Contact Details are as follows,

Head Office, 1-3 Smolic Crt, Tullamarine, Victoria, 3043  
Ph: 1300 131 512 Fax: (03) 9339 3377  
[www.cityfarmers.com.au/petplan](http://www.cityfarmers.com.au/petplan)

**Insurer**

Allianz Australia Insurance Limited  
ABN 15 000 122 850 AFSL No. 234708  
2 Market Street, Sydney, NSW 2000

Effective date 01/11/2011