

- 8.12 Any excess applicable for each claim as shown on your Certificate of Insurance or Schedule of Benefits.
- 8.13 Diagnostic tests:
- ▶ for conditions excluded from, or limited under this policy
  - ▶ for complications arising from conditions excluded from, or limited under this policy, or
  - ▶ which do not result in a diagnosis of an illness or a condition.
- 8.14 Claims for treatment and services provided by a non-registered pet medical practitioner or by a person other than a vet.
- 8.15 Claims for any pet that is not permanently, positively identifiable by means of a microchip or tattoo.

## 9. Exclusions and limitations

### Unless stated on your Certificate of Insurance we will not pay for:

- 9.1 Routine examinations or vaccinations or treatment you choose to have carried out that are not directly related to a covered illness or injury. This includes general health check-ups and preventative treatments such as routine de-worming and routine anal gland expression.
- 9.2 Claims not received within sixty (60) days of treatment.
- 9.3 Preventative treatment of, or conditions relating to, endoparasites and ectoparasites, including heartworm, paralysis ticks, verminosis and fleas.
- 9.4 Treatment of conditions or diseases relating to congenital or hereditary defects, or conditions directly caused by such defects.
- 9.5 Elective procedures and cosmetic surgeries including but not limited to tail docking, dewclaw removal, skin fold resection, ear cropping or nail clipping.
- 9.6 Spaying, castration or treatment for cryptorchidism (undescended testicles).
- 9.7 Treatment relating to breeding or obstetrics, or treatment of conditions arising as a result of breeding or obstetrics.
- 9.8 Boarding or transport expenses.
- 9.9 Special diets, pet food, vitamins, mineral supplements, grooming costs and bathing (including medicated baths), products for flea and tick control unless stated on your Certificate of Insurance.
- 9.10 Treatment, training or other forms of therapy for behavioural problems.
- 9.11 Dental treatment including but not limited to orthodontics, gingivitis, teeth cleaning/scaling, endodontics and removal of deciduous teeth.
- 9.12 Non-essential hospitalisation, house calls or ambulance fees unless it is deemed by the vet that moving the pet would seriously endanger its health. Our liability in respect of house calls is limited to the amount that would have been payable had the treatment been provided at a vet practice.
- 9.13 Treatment of hip dysplasia, elbow dysplasia and related conditions.
- 9.14 Treatment of entropion and ectropion.
- 9.15 Treatment of the following stated or preventable diseases including but not limited to:
- ▶ **for dogs:**  
distemper, infectious canine hepatitis, parainfluenza, parvovirus, and all forms of bordetella (kennel cough), and
  - ▶ **for cats:**  
viral rhinotracheitis, calicivirus, panleukopaemia, chlamydia and leukaemia.
- 9.16 The cost of voluntary euthanasia, autopsy, disposal, cremation or burial of the pet.
- 9.17 Any accidental injury other than by causes listed under Section 5.2 of this policy.
- 9.18 The cost for any alternative therapies unless stated on your Certificate of Insurance.
- 9.19 Treatment your pet has received after the policy period has ended.
- 9.20 The provision of medication/s that cover a period of more than thirty (30) days beyond the end date of the policy.
- 9.21 Treatment of any illness, injury, accident or a condition caused by war activities. War activities include terrorist activities, bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war whether declared or not. We will also not pay for any claims caused by any nuclear incident, nuclear explosion or contamination by radioactive material.
- 9.22 Any extra charges for treatment provided outside of normal weekday and Saturday morning consulting hours unless the treatment was for a genuinely urgent case.
- 9.23 Treatment for any new pandemic disease.
- 9.24 Treatment for a condition where the diagnosis of the condition is inconclusive and where the treatment protocol is similar to a treatment protocol typically applied to an excluded condition. (eg. Treatment for arthritis where hip dysplasia is suspected but not diagnosed or excluded as a diagnosis.)

## 10. Claims procedure

### What you need to do:

- 10.1 All claims must be submitted and received by us within sixty (60) days of the treatment being provided.
- 10.2 All claims must be submitted on a Petsure claim form, available on request from our office or can be downloaded from the PetSure website: [www.petsure.co.za](http://www.petsure.co.za) or from your vet. **Note:** Faxed claims will NOT be accepted.
- 10.3 The original itemised account and receipt for payment must accompany the completed claim form. Photocopies are not acceptable.
- 10.4 Both you and the attending vet must sign the claim form.
- 10.5 The attending vet must complete the section on the claim form where designated.
- 10.6 You must take all reasonable precautions to protect your pet from aggravating the illness or injury during the post operative or recuperation period.
- 10.7 You must allow us access to all vet medical records to support the claim. You may be asked to provide this information in support of a claim. **Note:** Incomplete claim forms will be returned to you and this will result in delays in processing your claim.

### What we will do:

- 10.8 We will deal directly with you regarding settlement of the claim.
- 10.9 We will reimburse you, NOT the vet.
- 10.10 We receive and process claims daily to provide you the best possible service.
- 10.11 We will send you a letter/remittance advice regarding the settlement of your claim that will provide details of how your claim has been dealt with.
- 10.12 If the claim resulted from the wrongful actions of a third party, upon payment of benefits, we will be entitled to exercise our rights of subrogation in respect of recovery action against that party. This may entail legal proceedings issued in your name.
- 10.13 Rejection of claims and time bar

We are not liable after 12 (twelve) months have expired from the date of the occurrence that gives rise to a claim unless the claim is the subject of a pending court action between you and us, or is the subject of arbitration, or is a claim for sums which you may become legally liable to a third party.

If we decline liability for a claim made in terms of this policy or avoid your policy, representation may be made to us within 90 (ninety) days of the date of the letter of rejection or avoidance letter. Your representation must be submitted to PetSure or to the Ombudsman in writing.

The Ombudsman for Short Term Insurance  
Po Box 32334  
Braamfontein, 2017  
Phone: (011) 726 8900; Fax: (011) 726 5501.

If your dispute is not satisfactorily resolved in this manner, you may institute legal action against us for the enforcement of the claim by way of the service of summons against us. Summons must be served on us within 180 (one hundred and eighty) days of the original letter of rejection or avoidance letter. If this is not done, your claim will prescribe and we will no longer be liable for the claim.

## 11. Paying your premiums

### 11.1 Premium payment

Your policy will not operate until you have paid your premium. The premium is payable on the first day of each month.

If you make changes to your policy within the first 14 days from the commencement date of your policy, you may need to pay an additional premium or you may be entitled to a refund.

#### You may choose to pay the premium:

- ▶ Monthly direct debit or credit card, or
- ▶ Annually by cheque, credit card or direct debit (subject to agreement with and acceptance by us)

If your financial institution dishonours your payment, this policy will not operate and you will not be covered in the event of a claim. An administration fee of R25.00 (incl.VAT) is charged on all dishonoured payments. To avoid this happening, please ensure we are advised in writing by the 20th of the month of any changes to your billing/banking details prior to the due date of the next premium.

### 11.2 Renewal

Your policy will continue on a monthly basis unless cancelled, in writing, by either party under the cancellation provisions of the policy.

### 11.3 Paying on the due date

Please note the following consequences of any failure to pay an instalment by the due date:

- ▶ If your instalment is not paid on the due date and remains in arrears for more than 14 (fourteen) days we may refuse any claim you make under this policy, and

- ▶ If your instalment payment is not paid on the due date and remains in arrears for more than one month we may cancel your policy without notification. No further claims will be received or paid under the policy.

### 11.4 Your banking details

If any of your banking or other details change, or if your credit card has expired, please contact us on: 0860 738 787 to provide us with your new details BEFORE your next premium falls due.

### 11.5 Amendments to your records

Please notify us in writing, at your earliest convenience, of any change/s to the following:

- ▶ Your banking arrangements if you are paying your premium by direct debit from your bank account; or
- ▶ Your address, title, name or if you wish to add or remove a pet from your policy.

## 12. Cancelling your policy

### 12.1 Your 14 day money back guarantee

- ▶ You may return your policy to us within 14 (fourteen) days of the commencement date of your cover. This date is shown on your Certificate of Insurance.
- ▶ If we receive your request to cancel your policy within the 14 (fourteen) day period, we will give you a full refund of all monies paid to us (less any taxes or duties that we are not able to refund).
- ▶ You cannot use the 14 (fourteen) day money back guarantee, before the 14 (fourteen) day period ends, if you have exercised any of your rights or powers under the policy (e.g. you have made a claim).
- ▶ After the 14 (fourteen) day money back guarantee period ends, you still have cancellation rights under the policy. These rights are documented below in Section 12.2 of this policy.

### 12.2 How you may cancel

- ▶ You may cancel your policy at any time by writing to us and telling us that you wish to cancel. We require 1 month written notice of your intention to cancel. We will not backdate any cancellation dates or premium refunds.
- ▶ We will only accept notices of cancellation given in writing via mail or fax and signed by you. (We will not accept cancellation notices given by telephone).
- ▶ If you have paid an annual premium in full, and you have not made a claim against the policy, we will refund any premium you have paid less an amount (plus any administrative costs) that covers the period for which you were insured. No monies are refunded if you have been paying your premium in monthly instalments.

### 12.3 How we may cancel

#### We may cancel your policy if you:

- ▶ fail to comply with the policy terms and conditions
- ▶ fail to pay your premium by the due date
- ▶ failed to comply with your Duty of Disclosure or misrepresented information when you entered into this insurance contract
- ▶ make a fraudulent claim
- ▶ fail in your Duty of Disclosure when making a claim under the policy, or
- ▶ solicit your vet to behave in a dishonest or fraudulent manner in respect of a claim under this policy.

If we cancel your policy under this provision and you have paid the full annual premium, we will refund the unused portion of the premium you have paid (less any administration charges) provided no claims have been made against the policy. We will notify you of such cancellation in writing.

## 13. Contact details

Underwriter's Agent and Administrator

### PetSure (Pty) Ltd

("PetSure")  
Reg. No. 1991/007261/07

#### Authorised financial services provider licence number 9846

66 Marshall Street, Johannesburg, 2001  
PO Box 62229, Marshalltown, 2107  
Tel: 0860 738 787  
Fax: (011) 836 8971  
E-mail: [info@petsure.co.za](mailto:info@petsure.co.za)

[www.petsure.co.za](http://www.petsure.co.za)

### The Hollard Insurance Company Ltd

Reg.No.1952/003004/06  
PO Box 87419, Houghton, 2041  
Tel: (011) 351 1000  
Fax: (011) 351 5001

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Underwritten by The Hollard  
Insurance Company Ltd



# Your policy document

# Your policy document

Effective 1 March 2006

## Table of contents

- Welcome
- Definitions and Interpretations used in this Policy
- Our Contract with You
- Your Duty of Disclosure
- What is Covered by this Policy
- General Conditions
- Important Information
- General Exclusions
- Exclusions and Limitations
- Claims Procedure
- Paying Your Premiums
- Cancelling Your Policy
- Contact Details

### 1. Welcome

This policy document contains all the details you need to know about PetSure Medical Insurance, what is covered, the exclusions and limitations to the coverage, the terms and conditions of the policy and how to make a claim. We have written the policy in plain language to help you understand your insurance cover as well as your rights and obligations under this policy.

Please read the policy very carefully and make certain that this policy provides the protection you need.

Please contact us if you have any questions.

Please check every Certificate of Insurance you receive from us and verify that the details on the Certificate of Insurance are accurate. We will issue you with a new Certificate of Insurance when you start your policy, or when the details of your policy vary. You should always keep the Certificate of Insurance and this document in a safe place for future reference.

### Contacting us and Confirming Transactions

You can contact us by telephone on 0860 738 787 or by email at info@petsure.co.za or by mail at: PO Box 62229, Marshalltown 2107.

If you need confirmation of any policy transaction please contact us on 0860 738 787.

### 2. Definitions and interpretations used in this policy

**Certain words and expressions used in the policy have a specific meaning. These are defined below:**

**Accident, accidental or accidentally** means a sudden, unforeseen, and unintended event causing injury to your pet.

**Alternative therapies** include, but are not restricted to treatments involving homeopathic remedies, acupuncture, chiropractic treatments and physiotherapy. Alternative therapies are excluded from this policy unless otherwise specified on the Schedule of Benefits.

**Benefit** means the refundable portion of a claim payable under the policy, less any applicable excess or levy. The refundable portion is determined by the level of cover selected subject to applicable policy limits or sub-limits.

**Certificate of Insurance** means the most recent certificate issued by us containing your details, your pet's details, the level of cover selected and the schedule of benefits payable under your policy.

**Clinical** signs are changes in your pet's normal healthy state, its bodily functions or its behaviour.

**Chronic condition** is a condition, which once developed, is deemed incurable or is likely to continue for the remainder of your pet's life.

**Condition** means all manifestations of clinical signs resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of your pet's body affected. For example, all types and occurrence of cancer that occur in the same pet are classified as the one condition.

**Congenital defect** is a condition present at, and existing from the time of birth, due to a birth defect, or a defect in growth. Examples of congenital defects include cleft palate, hydrocephalus and congenital heart problems.

**Commencement date** means the date when the insurance cover commences. The policy commences at 24h00 on the commencement date. The policy commencement date is shown on your Certificate of Insurance.

**Cover** means the sections and limits of cover selected by you as shown on your Certificate of Insurance.

**End date** means the date upon which your policy terminates and benefits claimable under the policy cease. If the policy is cancelled, then the date of cancellation will be deemed to be the end date.

**Excess** is the amount shown on your Certificate of Insurance that you must pay towards a claim.

**Hereditary defect / hereditary condition** means that there is a significant genetic component (even

if the precise genetic mechanism is not known) in the development of that particular condition, within a particular breed or type of pet. A hereditary condition is one that has been passed down to the puppy or kitten from their parents or through the breed and may show its symptoms at any time during the pet's life. Examples of hereditary conditions include but are not limited to hip dysplasia, entropion eye problems and dislocating kneecaps in small breeds of dogs.

**Injury** means physical harm or damage which happens accidentally to your pet as a result of external, violent and visible means and, which results solely and directly and independently of any other causes including any known or unknown pre-existing physical, congenital or hereditary condition. To be eligible for benefit, the injury must have occurred on or after the commencement date of the policy.

**Illness** means a sickness, disease or any change to your pet's normal healthy state as diagnosed by a Vet, which is not caused by injury to your pet and first manifests itself on or after the commencement date of the policy.

**Insured** means the policyholder as shown on the Certificate of Insurance.

**Maximum benefit payable** means the total compensation for all accidents, injuries, illnesses and any other benefits payable under the policy during any one policy period or any other maximum benefit that may be specified in the policy.

**New pandemic disease** means any new disease that causes widespread illness in dogs or cats.

**Pet** means any canine (dog) and/or feline (cat) listed on the Certificate of Insurance and owned by you.

**Policy aggregate** means the sum of all benefits payable under the policy of whatsoever nature during any one policy period.

**Policy** means the PetSure Policy setting out the general terms, exclusions and conditions.

**Policy period** means the period of cover specified on your Certificate of Insurance. The policy period starts on the commencement date and terminates when the cancellation becomes effective.

**Pre-existing condition** means a condition, illness or injury that first occurred or showed clinical signs before your policy started or within the applicable waiting period

**Treatment** means any examination, consultation, hospitalisation, surgery, X-rays, medication, approved alternative therapies, nursing and other care provided by a vet or vet practice.

**VAT** means Value Added Tax at the ruling officially published tax rate.

**Vet expenses/vet fees** means the reasonable normal customary expenses incurred and paid in respect of treatment or services provided by a vet or vet practice. If fees charged are considered by us to be excessive or unreasonable, then benefits will be paid based on the reasonable, customary and normal fees typically charged for the treatment of that condition.

**Vet** means a legally licensed veterinarian or specialist veterinarian, currently registered and practising in accordance with the applicable laws in South Africa.

**Vet practice** means a legally registered South African veterinary hospital, clinic, centre or surgery.

**Waiting period** means the period between the commencement date of your pet's policy and the date from which you may claim benefits for illness or injury or as otherwise stated on your Certificate of Insurance.

**We, our, us** means The Holland Insurance Company Ltd, Reg No. 1952/003004/06 or their appointed underwriting agents or their authorised representatives.

**You, your, yours** means the insured or policyholder shown on your Certificate of Insurance.

### 3. Our contract with you

**Your insurance policy is a contract of insurance between you and us. The contract comprises the following documents:**

- ▶ This policy document including all endorsements issued by us
- ▶ The most current Schedule of Benefits we provide you
- ▶ The most current Certificate of Insurance we provide to you.

Read these documents together because they establish the terms and conditions of your policy.

In return for payment of the premium, we will provide insurance cover as detailed in this policy, your Certificate of Insurance and any endorsements issued by us. This policy provides details of the cover available for your pet. Your Certificate of Insurance and Schedule of Benefits sets out the level of cover you have selected, the limits of cover, any specific exclusions in addition to the general exclusions set out in Section 8, the policy period and the excess payable by you for claims.

### 4. Your duty of disclosure

We rely upon the information you provide us to decide whether to insure your pet, and the terms under which insurance will be provided. South African law requires you to tell us about certain matters that enable us to make that decision. This is known as your Duty of Disclosure.

To comply with your Duty of Disclosure when first entering into an insurance contract with us, you must tell us everything you know and that a reasonable person under the circumstances could be expected to tell us, in answer to the questions we ask you.

To comply with your Duty of Disclosure when you renew, extend, reinstate or make changes to your policy, you must tell us everything that you know and, which a reasonable person under the circumstances could be expected to know is relevant to our decision whether to insure or continue to insure your pet and, if so, on what terms.

**You do not have to tell us anything that:**

- ▶ is regarded as common knowledge
- ▶ decreases the risk we are insuring
- ▶ we already know or have been advised of
- ▶ we ought to know through our business, or
- ▶ we indicate we do not want to know.

If you fail in your Duty of Disclosure we may be entitled to reduce or deny any claim you may make or cancel your policy.

If you fraudulently keep information from us or deliberately make false statements we may cancel your contract and treat your policy as if it never existed. We also may be entitled to reclaim any payments already made to you in respect of claims.

### 5. What is covered by this policy

**This PetSure policy provides financial protection for vet expenses incurred for treatment of your pet as a result of injury or illness.**

5.1 Depending on the cover selected, your policy entitles you to benefits of vet expenses as defined by this policy, and calculated according to the applicable Schedule of Benefits less any excess shown on your Certificate of Insurance. The maximum amount we will pay is the maximum benefit payable shown on your Certificate of Insurance.

5.2 Treatment resulting from injury to your pet caused by:

- ▶ an accident involving a motor vehicle
- ▶ an accident resulting in a fracture or broken bone, joint dislocation or a torn ligament
- ▶ an accident resulting in a burn or caused by electrocution
- ▶ a fall from an elevated position
- ▶ the actions of another animal
- ▶ an accident resulting in lacerations, abrasions or wounds
- ▶ swallowing of a foreign object requiring surgical or endoscopic removal
- ▶ a snake bite, or
- ▶ an allergic reaction to an insect bite

### 6. General conditions

**The following terms and conditions apply to all sections of the policy, unless amended by an endorsement to your policy, or the condition is altered or amended under another section of the policy:**

6.1 Unless otherwise disclosed, your pet must be in sound health and free from any injury, physical disability and/or congenital or hereditary defect whatsoever. If your pet has a pre-existing condition then it must be declared prior to the commencement of the policy.

6.2 Your pet, unless otherwise determined by your vet, must have been vaccinated or received a booster within the last 12 (twelve) months against the following diseases:

**If your pet is a dog:**

- ▶ distemper, hepatitis, bordetella, parainfluenza and parvovirus.

**If your pet is a cat:**

- ▶ feline infectious-enteritis (panleukopaenia), calicivirus, chlamydia, and feline respiratory complex.

In addition, your pet, unless otherwise determined by your vet, must be vaccinated against disease as required by legislation or advised by your vet.

6.3 You must be the sole owner of the pet.

6.4 Your pet must reside with you and be under your care at the physical address you have provided us.

6.5 You and your family must provide reasonable care of your pet at all times and ensure that it is kept in good health, and is not knowingly exposed to situations that may result in injury or illness. If an injury or illness does occur, then you must take all reasonable steps to facilitate prompt treatment and recovery to minimise complications, and to prevent recurrence of that condition. If you fail in your duty of care then claims for treatment may be denied.

6.6 The most that we will pay for treatment of a recurring or chronic condition is the maximum benefit amount shown on the Certificate of Insurance, which was current at the time when the recurring or chronic condition first manifested.

6.7 Once we have paid the maximum benefit for treatment of a recurring or chronic condition or illness we will not pay or any further treatment of that condition during the remainder of the policy period or any future policy period.

6.8 The maximum benefit for an illness or injury to your pet payable under your policy is limited to the benefit shown on your Certificate of Insurance at the time the condition first manifested.

6.9 If you transfer your pet to a plan with additional or higher benefits, the additional or higher benefits will not apply if the condition or illness being claimed first manifested itself during a previous policy period.

6.10 If a claim arises under this policy and there is any other insurance or arrangement in place covering the same incident, condition or risk, we will only contribute our equitable proportion of costs and expenses incurred.

6.11 You agree that your vet (either current or previous) is authorised to release information and/or records to us regarding any pet covered by this policy.

**We will not pay for:**

- ▶ any fee charged by your vet for the provision of this information, or
- ▶ any fee charged by your vet for assistance provided to you in the completion of a claim form.

6.12 If a claim resulted from the wrongful actions of a third party, we may exercise our rights of subrogation in respect of recovery action against that party. This may entail legal proceedings being issued in your name. You must provide all assistance we may reasonably require.

6.13 Should the policy holder elect to change the level of cover for the animal insured hereunder, a new application form is required to be completed and PetSure reserves the right to apply new underwriting rules to this application.

6.14 In connection with any claim against the Insured we may at any time pay to the Insured the amount of the limit of indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim can be settled and upon such payment we shall relinquish conduct and control of and shall incur no further liability under the insurance in connection with such claim except for the cost and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

### 7. Important information

7.1 If requested, you agree to submit your pet for an examination by a vet selected by us for a second or independent assessment of a condition that is the subject of a claim. Where the diagnosis provided by this independent vet confirms a condition that is excluded under this policy then all costs incurred will be for your account and any pending claims for treatment of this condition will be denied.

7.2 Cover under this policy is only valid from 24h00 on the policy commencement date stated on your Certificate of Insurance. The Policy commencement date is the 1st of a month unless stated otherwise. A 30 day waiting period applies with effect from the commencement date.

7.3 If we revise any of the terms and/or conditions of our policy and those revisions result in extended or broadened cover without any additional premium, then we will apply that extended or broadened cover to your policy.

### 8. General exclusions

**What we will not pay:**

8.1 Claims for any pet that is less than 8 (eight) weeks of age when your policy first commenced unless otherwise stated and agreed to by us and shown on your Certificate of Insurance.

8.2 Claims for any pet that is older than 8 (eight) years of age when your policy first commenced unless otherwise stated and agreed to by us and shown on your Certificate of Insurance.

8.3 Claims which arise either directly or indirectly from a condition, disease, injury, illness, infirmity or weakness, which either existed or showed clinical signs of existing on or before the commencement date of the first policy period.

8.4 Costs as a result of a ligament or joint problem (e.g. cruciate ligament surgery, patella luxations) or related conditions regardless of the area of your pet's body if treatment was rendered or clinical signs were present prior to the commencement date of the policy.

8.5 Claims for the recurrence of a condition or illness, which manifested prior to the commencement date of this policy.

8.6 Claims arising from, or as a result of, any excluded condition or pre-existing condition.

8.7 Claims for any illness or injury suffered by your pet as a result of malicious or wilful injury or gross negligence by you, any member of your family or household or your employee.

8.8 Claims for the treatment of pets used for commercial purposes unless specifically agreed to by us in writing. This includes but is not limited to police or guard dogs, search/rescue and customs/quarantine dogs, pets used for racing, laboratory testing or experimentation, commercial breeding or any pet leased or rented out.

8.9 Claims arising directly from the infringement of laws or by-laws pertaining to the well being and safeguarding of pets.

8.10 Unless agreed to by us in writing, claims arising, or treatment rendered, outside the borders of South Africa.

8.11 Unless stated otherwise on your Certificate of Insurance, claims for illness or injury occurring or showing clinical, signs within the first 30 days from the initial commencement date of this policy, or any further claim for a recurrence of, or resulting from, that illness or injury.