



Hollard Pet Insurance

Policy Document





Your Policy Document

Effective 1 July 2019

1. Welcome	Page 1
2. Definitions and Interpretations used in this Policy	Page 2-3
3. Our Contract with You	Page 4
4. Your Duty of Disclosure	Page 4
5. Conditions of Cover	Page 4-5
6. What is Covered by this Policy	Page 5-6
7. Excess	Page 6
8. What is not Covered by this Policy	Page 6-7
9. Claims Procedure	Page 7-8
10. Paying your Premium	Page 8-9
11. Cancelling Your Policy	Page 9
12. Personal Liability Cover	Page 9-10
13. Personal Liability Claim Procedure	Page 11-12
14. Contact Details	Page 12

1. Welcome

This Policy Document contains the details you need to know about **Hollard Pet 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.

We recommend the products we distribute. In doing so, we do not consider whether the product is appropriate for your own personal objectives, financial situation or needs.

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 Certificate of Insurance when you start your Policy, or when details of your Policy vary. You should always keep the Certificate of Insurance and this document in a safe place for future reference.

A comprehensive Policy pack containing the above will be forwarded to you on our acceptance of your application for cover or on request. This proposal is subject to underwriting guidelines. Acceptance of this insurance for any pet is at the discretion of the underwriters. We reserve the right to decline acceptance of a pet, to vary the conditions on which the insurance is accepted and to vary the conditions and premiums at any time.



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. Such incident is not deliberate.

Annual refers to the 12-month period between the anniversaries of the pet's joining date.

Behavioural Conditions means any abnormal animal behaviour resulting from a mental or emotional disorder. Behavioural conditions need to be diagnosed by a registered vet.

Benefit means the refundable portion of a claim payable under the Policy, less any applicable excess or levy. The refundable portion is paid according to the Standard Rate and is determined by the level of cover selected subject to applicable Policy limits or sub-limits.

Complementary treatment means treatments not forming part of the normal mainstream veterinary treatment for example:- hydrotherapy, acupuncture, chiropractic treatments and physiotherapy

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

Chronic condition is a condition, which once developed, is ongoing or is likely to continue for the foreseeable future.

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

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 / congenital condition is 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, congenital hydrocephalus (fluid on the brain) and congenital heart problems.

Contract of Insurance means your Certificate of Insurance, Rates and Benefits Schedule and Policy Document.

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

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 that you must pay for each and every claim.

Elective Procedure means a treatment or surgery that is beneficial to your pet but is not essential for your pet's survival or does not form part of the treatment for a specific condition

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 (i.e. breed is predisposed) and may show its symptoms at any time during the pet's life. Examples of hereditary conditions include but are not limited to prolapse of the gland of the third eyelid (cherry eye), Intervertebral Disc Disease (back problems), Brachycephalic Syndrome (respiratory problems) and Patella Luxation (dislocating kneecaps) in small breed dogs.

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 after the completion of your applicable waiting period.

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. Not an injury or trauma that develops over time

Insured means the Policyholder as shown on the Certificate of Insurance.

Overall Annual Maximum means the total compensation per pet for all accidents, injuries, illnesses and any other benefits payable under the Policy during any one Policy year or any other maximum benefit that may be specified in the Policy.

Pandemic disease means any disease that causes widespread illness in dogs or cats.



Per annum refers to the 12-month period between the anniversaries of the pet's joining date.

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

Policy means the **Hollard Pet Insurance** Policy setting out the general terms, exclusions and conditions.

Policy period means the period of cover that commences on the start date as specified on your Certificate of Insurance and terminates when the cancellation becomes effective.

Policy year refers to the 12-month period between the anniversaries of the pet's start date. Benefits renew on the anniversary of the pet's start date.

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

Prescription means all medicines and drugs prescribed at each consultation or examination.

Script fee is a script fee you pay for dispensed medicines

Standard Rate means the rate calculated by the actuaries and is the average amount charged by all vets across the country, based on our claims data.

Start date means the date when the Policy commences. The Policy commences at 00h00 on the start date. The Policy start date is shown on your Certificate of Insurance.

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 or Vet Nurse means a legally licensed Veterinarian, Veterinary Nurse or specialist Veterinarian, currently registered and practicing in accordance with the applicable laws in South Africa.

Vet expenses / Vet fees means the reasonable normal customary expenses incurred and paid by you 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 these charges will be based on the reasonable, customary and normal fees typically charged for the treatment of that condition.

Vet History means your pet's Veterinary medical history covering **all** clinical examinations and treatment that your pet has ever received from any registered Vet practice. Upon request, this information can be obtained from the Vet(s) Practice. A vaccination certificate is not sufficient as a Vet history.

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

Waiting period means the period between the start date of your pet's Policy and the date from which you may claim benefits as otherwise stated on your Rates and Benefits Schedule.

War activities means terrorist activities, bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war whether declared or not. This also includes nuclear incidences, nuclear explosions or contamination by radioactive material..

We, our, us means The Hollard Insurance Company Ltd, Reg No. 1952/003004/06 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 Rates and Benefits Schedule we provided to you
- The most current Certificate of Insurance we provided 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 Rates and Benefits Schedule sets out the level of cover you have selected, the limits of cover, any exclusions, 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.

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.

If we become aware of any information which was not disclosed (intentionally or unintentionally), we reserve the right to apply underwriting restrictions to your Policy retrospectively. These restrictions may include, but are not limited to temporary exclusions, total exclusions or even cancellation of your Policy.

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
- we indicate we do not want to know

5. Conditions of Cover

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.

- 5.1 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 start of the Policy.
- 5.2 Your pet must be between 8 weeks and 8 years of age when the Policy commences, unless otherwise stated and agreed by us in writing. Once the Policy commences, cover may be kept for life, provided your premiums are up to date.
- 5.3 You must be the sole owner of the pet.
- 5.4 Your pet must reside with you and be under your care at the physical address you have provided us.
- 5.5 You and your family must provide reasonable care of your pet at all times and ensure that it is kept in good health, it is fully vaccinated as per your vet's recommendation 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. You must abide by the laws or by-laws pertaining to the well-being and safeguarding of pets. If you fail in your duty of care then claims for treatment may be denied.
- 5.6 Your pet must be kept for domestic purposes and not 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.



- 5.7 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 base our benefit on an equitable proportion of the costs and expenses incurred.
- 5.8 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.
- 5.9 We will not guarantee verbally on the phone whether a claim is reimbursable. We will let you have our quotation in writing once we have received a detailed Vet estimate for the proposed treatment.
- 5.10 Should you elect to change the level of cover for your insured pet, please communicate your request to us in writing. **Hollard Pet Insurance** reserves the right to apply new underwriting rules to this application.
- Changing the level of cover can only be undertaken once in a lifetime of your pet's Policy and can only be effective on the anniversary of your pet's start date, unless specifically agreed to by us in writing.
 - Should the change of the level of cover requested be from the Accident Only option to a Comprehensive option, your pet must be under 8 years of age at the time the requested change would be effective.
- 5.11 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.
- 5.12 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 from the date that these are introduced.

6. What is Covered by this Policy

This Hollard Pet Insurance Policy provides financial protection for Vet expenses incurred for treatment of your pet as a result of injury or illness.

- 6.1 This policy provides cover for veterinary services administered by Veterinarians or Veterinary nurses registered with the South African Veterinary Council.
- If you have selected the comprehensive plan, your Policy offers cover for Accident and Illness claims and entitles you to benefits as defined by this Policy, and paid according to the Standard Rate and annual limits less any excess shown on your Rates and Benefits Schedule.
 - If you have selected the Accidental only plan, you are only covered for accidents resulting in accidental injuries e.g. motor vehicle accident or a fractured bone.
 - Please note: Intervertebral Disc Disease (IVDD) is not covered under the Accident Only option no matter how the condition arises. This condition will only be covered (where eligible) under the illness benefit of the Accident and Illness plans if you have selected that level of cover.
- 6.2 **Emergency Boarding Kennel or Cattery Fees:**
We will pay for essential boarding kennel or cattery fees for each insured pet, incurred **as a result of the Policyholder (owner of the insured pet/s) being hospitalised** for a period of not less than 4 (four) days, resulting from an accident or illness occurring during the period of insurance, provided that any such illness is not known or foreseeable prior to the commencement of insurance.
- **This benefit is payable on submission of the following documentation detailing dates and expenses incurred:**
 - The Policyholder's hospital account confirming the stay in hospital.
 - Receipted accounts from the kennel or cattery.
 - This benefit does not include claims relating to pregnancy and cosmetic surgery of the Policyholder.
 - The benefit is limited to R2000 per pet's policy year and is subject to the annual maximum.
 - An excess is deducted on each and every claim.
- 6.3 **Complementary Treatment**
- This benefit can be used for treatments not forming part of the normal mainstream veterinary treatment including but not limited to homeopathic remedies, acupuncture, chiropractic treatments and physiotherapy.
 - Complementary treatments are only covered by this Policy if rendered by a Veterinarian or Veterinary nurse registered with the South African Veterinary Council.
 - Cover for Complementary Treatment is limited to R2000 per pet's policy year and is subject to the annual maximum.
 - An excess is deducted on each and every claim.



6.4 Behavioural Treatment

- Any abnormal animal behaviour resulting from a mental or emotional disorder.
- Behavioural conditions need to be diagnosed and treated by a registered vet.
- This benefit is subject to a 12 month waiting period.
- Benefit is limited to R4000 for the lifetime of the pet and is subject to the annual maximum.
- An excess is deducted on each and every claim.

6.5 Routine and Dental Care

- Routine and Dental Care is an add-on option only and provides cover for the following treatments:
 - Annual vaccinations (this includes injection fee, materials and drugs but excludes consultations)
 - Any dental treatment including periodontal disease
 - Deworming medication
 - Sterilisation
 - Tick and Flea control
- Limit is R1350 per pet's policy year and is subject to the annual maximum.
- Routine and Dental Care cover has 1 month waiting period.
- Multi-pet discounts do not apply to this benefit.
- No excess is deducted on Routine and Dental Care claims.

6.6 This policy offers one of each of the below per pet's policy year:

- Swallowing a foreign object requiring surgical or endoscopic removal.
- Cruciate ligament surgery and is subject to a 6 month waiting period.
- Back surgery (if eligible).
- General check-up.

7. Excess

- This is the amount that you are responsible for on each and every claim.
- The excess is R230 or 16.5% of the applicable benefit, whichever is the greater.
- Continuation treatment of the same condition within 30 days will carry an excess of 16.5%.
- All claims received after 30 days, including claims for the same condition are treated as new claims.

8. What is not Covered by this Policy:

8.1 The cost of treatment for:

- Claims which arise either directly or indirectly from a condition, injury or illness, (e.g. lameness) or from the recurrence of a condition or illness, which either existed or showed clinical signs before the start date of the first Policy or during the applicable waiting period.

8.2 Claims arising from, or as a result of, any excluded condition or pre-existing condition. Please note: Exclusions applied may be lifelong or temporary and underwriting is done on an individual case basis.

- Where a pre-existing condition affects part of the anatomy or an organ of which the pet has two, one either side of the body, the exclusion shall apply to both parts of the anatomy or organs regardless of whether the condition has previously occurred in both.
- You may apply to us to review a pre-existing condition exclusion provided that your Vet certifies and provides (at your expense) Veterinary records verifying that your pet has been free of clinical signs, symptoms or recurrence of the pre-existing condition (or any condition(s) arising directly there from. Your request for this review must be made in writing after the completion of 18 calendar months from the Policy start date, using our prescribed Exclusion Review Form. Pre-existing condition exclusions shall not be deemed to have been lifted unless agreed to by us in writing. Agreement to lift all or part of the exclusions is at our sole discretion and we are not obligated to provide reasons for declining a request.

8.3 Claims arising, or treatment rendered, outside the borders of South Africa.

8.4 Diagnostic tests or treatments:

- for conditions excluded from, or limited under this Policy.
- for conditions where a diagnosis of a condition is inconclusive and where the treatment protocol is similar to the treatment protocol typically applied to an excluded condition e.g. (treatment for hip arthritis where hip dysplasia is suspected but not diagnosed or excluded as a diagnosis).
- for complications arising from conditions excluded from, or limited under this Policy.
- which do not result in a diagnosis of an illness or a condition.



- 8.5 Any treatments you choose to have carried out that are not directly related to a covered illness or injury. This also includes the cost of voluntary euthanasia, autopsy, disposal, cremation or burial of the pet. This includes elective procedures and cosmetic surgeries such as to tail docking, dewclaw removal, skin fold resection.
- 8.6 Routine and Dental treatment unless you have selected the add-on option.
- 8.7 Claims not received within sixty (60) days of treatment.
- 8.8 Treatment of conditions or diseases relating to congenital or hereditary defects, or conditions directly caused by such defects, however, should these conditions or diseases relating to congenital or hereditary defects not manifest themselves within the first 18 months of the pet's start date, they will be considered for payment.
- 8.9 Treatment relating to breeding or obstetrics, or treatment of conditions arising as a result of breeding or obstetrics.
- 8.10 Prescription and special diets, pet food, grooming costs and bathing.
- 8.11 Non-essential hospitalisation, boarding or transport expenses.
- 8.12 Specific conditions which are excluded:
 - hip dysplasia and related conditions.
 - elbow dysplasia and related conditions
 - entropion
 - ectropion
 - distichiasis
- 8.13 Treatment of the following irrespective of whether your pet was vaccinated or not.
 - For dogs: distemper, infectious canine hepatitis (canine adenovirus), parainfluenza and parvovirus and rabies
 - For cats: herpesvirus (viral rhinotracheitis), calicivirus, panleukopaenia, chlamydia and leukaemia (FeLV), and all forms snuffles (feline respiratory complex) and rabies.
- 8.14 Any extra charges for treating your pet outside of normal weekday and Saturday morning consulting hours unless the treatment was for an emergency as confirmed by the vet.
- 8.15 Treatment for any pandemic disease.
- 8.16 The cost of organ transplant surgery, artificial limbs, prosthetics, implants, pacemakers and any associated costs.
- 8.17 Genetic/chromosome testing including procedures to determine the suitability or categorisation of your pet for breeding or genealogical purposes, and
- 8.18 Costs arising from cell-replacement therapies, including but not limited to stem cell therapy. This exclusion does not include blood transfusions, which are covered when medically necessary.
- 8.19 Costs for treatments which are new to the market over the last 24 months and have not yet become mainstream. These treatments will be managed on a case by case basis and payments may be done in the form of an ex-gratia if no benefit is suitable.

9. Claims Procedure

What you need to do:

- 9.1 All claims must be submitted and received by us within sixty (60) days of the treatment being provided.
- 9.2 A copy of your pet's Veterinary history must accompany your first claim submitted for each pet.
- 9.3 All claims must be submitted on a **Hollard Pet Insurance** claim form, available on request from our office or can be downloaded from the **Hollard Pet Insurance** website www.hollard.co.za or from your Vet.
- 9.4 The itemised account (Vet's invoice/s) and proof of payment/s must accompany the completed claim form.
- 9.5 You must sign the claim form.
- 9.6 The attending Vet must complete the section on the claim form where designated. We will not pay for any fee charged by your Vet for assistance provided to you in the completion of a claim form.
- 9.7 Please ensure that the full diagnosis is included on the claim form and/or on the Vet invoice.
- 9.8 You must take all reasonable precautions to protect your pet from aggravating the illness or injury during the post-operative or recuperation period.
- 9.9 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. **IMPORTANT NOTE:** Incomplete claim submissions will be returned to you and this will result in delays in processing your claim.
- 9.10 You agree that we have the right to decline a claim where you or your Vet refuse or are unable to provide information reasonably requested by us to process your claim.

What we will do:

- 9.11 We will deal directly with you regarding settlement of the claim.
- 9.12 We will reimburse you, NOT the Vet.



- 9.13 We receive and process claims daily to provide you the best possible service. We will reimburse you within 14 working days upon receipt of a claim, provided all the required documentation is received. We will send you a letter/claim advice regarding the settlement of your claim that will provide details of how your claim has been dealt with.
- 9.14 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.
- Where you dispute the rejection of your claim, representation must 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, Hollard or to the Ombudsman in writing.
- PetSure:
complaints@petsure.co.za
 - Hollard Insure Complaints:
hollardinsurecomplaints@hollard.co.za OR
 - The Ombudsman for Short Term Insurance
PO Box 32334,
Braamfontein, 2017
Tel: (011) 726 8900
Fax: (011) 726 5501
- If your dispute is not satisfactorily resolved in this manner, you may institute legal action by way of a summons against us within 180 (one hundred and eighty). If this is not done, your claim will prescribe and we will no longer be liable for the claim.

10. Paying your Premiums

10.1 Premium payment

- The premium is payable in advance and must be paid on the selected due date.
- If we do not receive your premium by the due date, there is a thirty (30) day grace period following the due date.
- We will attempt to double debit you the following month. If we are still unable to collect the premiums, we will cancel your policy and the end date will be the end of month for which we last received premiums.
- Claims will not be paid for any period which we have not received premiums.
- Your Policy will be automatically cancelled should your monthly premium via debit order be rejected for the following reasons:
 - If this is your second unpaid debit order within the last two months, your Policy will automatically be cancelled.
 - If the rejection reason is of such a nature that we cannot debit your account next month, (irrespective of whether it is your first or consecutive unpaid debit order), your Policy will be cancelled, backdated to the last successful collection.
 - If this is a new Policy and we fail to collect the first premium, your Policy will automatically lapse.

You may choose to pay the premium:

- Monthly premiums are strictly payable via monthly direct debit order from either your bank account or credit card, or
- Annual payments are paid by once off EFT payment.

10.2 Renewal

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

10.3 Amendments to your records

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

- If any of your banking or other details change, or if your credit card is about to expire, please ensure we are advised in writing by the 15th of the month of any changes to your billing/banking details prior to the due date of the next premium.
- Your banking arrangements if you are paying your premium by direct debit from your bank account or your credit card.



- Your contact telephone numbers, email address, postal and physical addresses, title, name or if you wish to add or remove a pet from your Policy.
- All communications will be emailed to the email address you supplied; therefore it is essential for you to ensure that we have the correct email address for you at all times.

11. Cancelling your Policy

11.1 Your 14 day money back guarantee

- You may cancel your Policy with us within 14 (fourteen) days of the start date of your cover and we will refund all monies paid to us. The start date is shown on your Certificate of Insurance.
- After the 14 (fourteen) day money back guarantee period ends, you still have cancellation rights under the Policy.

11.2 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 one calendar month written notice of your intention to cancel. The one calendar month notice is effective from the 1st of the month. We will not backdate any cancellation dates or premium refunds, unless specifically agreed by us in writing.
- We will only accept notices of cancellation given in writing via mail, email 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 that covers the period for which you were insured. No monies are refunded if you have been paying your premium in monthly instalments.

11.3 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
- fail in your Duty of Disclosure when making a claim under the Policy
- solicit your Vet to behave in a dishonest or fraudulent manner in respect of a claim under this 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.
- 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 provided no claims have been made against the Policy. We will notify you of such cancellation in writing.

12. Personal Liability Cover

This cover is for personal liability as a result of loss or damage caused by your dog only

You must read this section together with your Certificate of Insurance. This cover is automatically included under this policy

12.1 Definitions

The following definitions are used in the **Personal liability** section of this policy.

Bodily injury Accident	Accidental physical injury to a person's body caused by your dog. An unfortunate incident involving your dog that happens unexpectedly at an identifiable time and place. Accidental has a similar meaning.
Immediate family	Members of your immediate family include only your partner, parents, parents-in-law, children, biological brothers and sisters.
Partner	A person who is the permanent life partner (whether in a heterosexual or homosexual partnership) or spouse or civil union partner of a policyholder in accordance with: <ul style="list-style-type: none">- the Marriage Act, 68 of 1961;- the Recognition of Customary Marriages Act, 68 of 1997;- the Civil Union Act, 17 of 2006; or- the tenets of any Asiatic religion. A permanent life partner is a partner who you live with for longer than 12 months.



Child	Is a financially dependent biological child of the policyholder or partner, and includes a stepchild, a grandchild, a legally fostered child and an adopted child.
Domestic employee	Your permanent employee at your home.
Home	This is the private residential building and outbuildings at the address as set out in your Certificate of Insurance used for domestic purposes (for example, a house, townhouse or flat). Outbuildings include but are not limited to garages, domestic employee quarters and storerooms.
Dog	The dog listed in your Certificate of Insurance.

12.2 Conditions for cover

We will only cover you if the event resulting in the legal liability occurred and was reported to us during the period of insurance.

12.3 What we cover

- We will cover you if you are held legally responsible by another person because your dog, as listed in your Certificate of Insurance, caused loss or damage to that person's property or caused death or bodily injury to that person. This is called legal liability.

12.4 This following are all possible causes which can lead to a liability claim being made against you because of your dog:

- Accidental death or bodily injury.
- Accidental loss of, or damage to property
- Legal costs and expenses that can be claimed from you by another person and that we agreed to in writing.
- Emergency medical expenses that you have to pay after accidental bodily injury to another person, but only if you are legally liable to pay the expenses.

12.5 We will cover you up to the limit set out in the Certificate of Insurance, for any one incident or series of incidents because of one insured event.

12.6 What we do not cover

We will not pay a claim that was caused by, or related to any of the following specific exclusions:

12.7 Death of or bodily injury to:

- you or any member of your immediate family living with you;
- any person looking after your dog with your permission, whether they are being paid to or not; or

Examples: A vet, someone employed in a vet practice, a dog walker, a dog sitter, a dog trainer, or a person employed by or working in a grooming parlour or kennel.

- any employee, other than your domestic employee, because of their employment duties
- another pet.

12.8 Loss or damage to property:

- belonging to you, or a member of your household or any person in your employ;
- belonging to any person looking after your dog with your permission, whether they are being paid to or not; or
- in the care, custody or control of you or any other person covered by this policy.

12.9 Your employment, business or profession.

12.10 Your liability if you agreed to accept, or already accepted legal liability without first getting our permission.

12.11 Any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada. Or a court order anywhere else in the world designed to enforce the above, unless the court order is enforceable in a South African court of law.

12.12 Any fines, penalties or awards imposed by law, or any additional damages whatsoever.

12.13 Pure financial loss to another person, unless it is a direct result of damage to property, loss of property, bodily injury, illness or death which you are covered for under this section.

12.14 We do not cover any liability claims against you solely because of a written or verbal agreement you entered into, unless you would have been liable even if the agreement did not exist.

12.15 Your dog competing in any kind of competition. For example, field trials or dog shows.

12.16 Air, water or soil pollution unless it can be proven that the pollution took place immediately after, and as a result of, an accident by your dog.

12.17 A deliberate act, or failure to act by you, your immediate family, anyone employed by you or anyone you ask to look after your dog.

12.18 There is no personal liability cover for loss, damage, bodily injury or death caused by any of the following dog breeds:



- American Pit Bull
- American Staffordshire Terrier
- Boerboel (South African Mastiff)
- Bull Terrier
- Chow Chow
- Doberman Pinscher
- German Shepherd or Alsatian
- Rottweiler
- Shar Pei
- Staffordshire Bull Terrier

13. Personal Liability Claims Procedure

13.1 How to claim

- Tell us immediately after you receive a letter of demand, summons or if another legal process was issued by you or against you.
- Send any police reports, court documents, letters of demand or any settlement offers to us.
- Tell us immediately about any incident that caused bodily injury or death to others, or damage to another person's property.
- You must never admit guilt, incur legal costs, offer to pay someone else, or accept an offer from anyone else to pay for the damage, loss, bodily injury or death that you are legally responsible for. If you do, you may not have any cover under this policy

13.2 How we deal with your liability claim

- We will consider whether you are responsible for causing the damage, loss, bodily injury or death.
- If we do not consider you responsible, we will reject the claim and send a rejection letter to you and the person claiming liability against you.
- If you are responsible, we will negotiate with the other person on your behalf. We will attempt to reach a settlement agreement for the amount of the loss, damage or injury
- If we cannot reach a settlement, or if we receive a summons from the court, we will go to court on your behalf. This means that we take over your rights to defend yourself.
- The law allows three years from the date of the event, for the other person to claim from you.

13.3 What we will pay

We will pay the actual amount of liability, legal costs or medical expenses to a maximum of the limit. The limit applies per insured event even if there is:

- more than one person claiming against you for the same insured event; or
- more than one of your dogs are involved in the same insured event.

13.4 When we will pay

We will pay once we have either negotiated or accepted legal liability on your behalf.

13.5 Who we will pay

We will pay the personal liability benefit to the person that is claiming liability against you.

13.6 What if you have other insurance

If you have more than one policy in place that covers the same insured event, the full amount of the claim will be split between the different policies. The cover you have under each policy will determine how we split the claim amount. You may not claim under your other policy for any amount that we have paid you under this policy.

13.7 Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you in terms of this policy. We will not be responsible for any other costs relating to that claim.

13.8 If you do not agree with our claims decision

- **Complain to Hollard**
If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our notice.
- **Complain to the Ombudsman**



You may also send your complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the contact details set out below:

The Ombudsman for Short-term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900
Fax: 011 726 5501
Email: info@osti.co.za
Web: www.osti.co.za

➤ **Take legal action**

You may take legal action against us within 270 days of the date that you received our notice. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim.

You may also choose to take legal action against us without first asking us to review our claim decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against us.

14. Contact details

Underwriter and Administrator

The Hollard Insurance Company Ltd

Reg. No. 1952/003004/06
Postal Address: PO Box 87419, Houghton, 2041
Physical Address: 22 Oxford Road, Parktown, 2193
Telephone: (011) 351 1000

Claims: claims@petsure.co.za
Membership: membership@petsure.co.za
Info: info@petsure.co.za
Complaints: complaints@petsure.co.za