

pet99

Policy Document



www.pet99.co.za

YOUR POLICY DOCUMENT

EFFECTIVE 1ST JULY 2021

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1. Welcome

This Policy Document contains the details you need to know about pet99, 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 responsibilities under this Policy.

It's important to remember that an insurance Policy cannot cover every scenario. For example, there will also be a portion of the veterinary bill that you will need to pay yourself in addition to the portion that is covered. The policies have some general exclusions and limitations that help keep the premiums low. Please make sure you read the relevant sections and 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 change. You should always keep the Certificate of Insurance and this document in a safe place for future reference.

For any information relating to your Policy, please contact us on the following details:

Underwriter and Administrator

Dotsure Limited

A licensed Non-Life Insurer and an authorised Financial Services Provider (FSP39925)

Reg. No. 2006/000723/06

Postal Address: PO Box 9738, George, 6530

Physical Address: 127A York Street, George, 6529

Telephone: 0861 368 7873

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

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 only covered by this Policy if rendered by a Veterinarian or Veterinary nurse registered with the South African Veterinary Council.
Annual		refers to the 12-month consecutive period between the anniversaries of the pet's joining date.
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 pet99 tariff rate and is determined by the level of cover selected subject to applicable Policy limits or sub-limits.
Calendar Month	means	the period of time between the same dates in 2 (two) successive months. I.e. 1 February to 1 March.
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, hydrocephalus and congenital heart problems.
Contract of Insurance	means	your Certificate of Insurance, Schedule of Benefits and Policy Document.
Cover	means	the sections and limits of cover selected by you as shown on your Certificate of Insurance and Schedule of Benefits.

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 per date of treatment for each and every claim as indicated on your Schedule of Benefits.
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 hip dysplasia, entropion (eye problems), 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. To be eligible for benefit, the injury must have occurred after the completion of your applicable waiting period.
Insured	means	the Policyholder as shown on the Certificate of Insurance.
Maximum benefit payable	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.
New pandemic disease	means	any new 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.
pet99 tariff rate	means	the internal tariff rate which we apply and deem to be reasonable for any given procedure or medication and is reviewed annually.
Policy	means	the pet99 Contract of Insurance setting out the general terms, exclusions and conditions.

Policy aggregate	means	the sum of all benefits payable under the Policy of whatsoever nature during any one Policy period.
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 consecutive 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 levy		is a script fee you pay for dispensed medicines. The balance is paid at the percentage, depending on the plan selected, subject to annual limits. Benefits will be based on the prevailing retail price of medicines prescribed and used. Our Veterinary Advisors shall be entitled to determine the prevailing retails price from time to time.
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 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 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 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 Schedule of Benefits.
We, our, us	means	Dotsure Limited (Reg. No. 2006/000723/06), a licensed Non-Life Insurer and an authorised Financial Services Provider (FSP39925).
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:

- 3.1 This Policy Document including all endorsements issued by us
- 3.2 The most current Schedule of Benefits we provided to you
- 3.3 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. The 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 9, the Policy period and the excess payable by you for claims.

4. The Privacy of your Personal Information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information.

- 4.1 **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- 4.2 **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- 4.3 **Accessing your pet's medical information:** We may contact your veterinarian to obtain a full medical history of your pet. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- 4.4 **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- 4.5 **Receiving marketing from us:** Please contact us on 0861 368 7873 if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

5. 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:

- 5.1 is regarded as common knowledge
- 5.2 decreases the risk we are insuring
- 5.3 we already know or have been advised of
- 5.4 we ought to know through our business
- 5.5 we indicate we do not want to know

6. What is Covered by this Policy

This pet99 Policy provides financial protection for Vet expenses incurred for treatment of your pet as a result of injury or illness.

This Policy provides cover for veterinary services administered by Veterinarians and Veterinary nurses registered with the South African Veterinary Council.

- 6.1 Your Policy entitles you to benefits as defined by this Policy, and paid according to the pet99 tariff rate and annual limits less any excess shown on your Schedule of Benefits.
- 6.2 Your Policy covers treatment resulting from injury to your pet caused by:
 - 6.2.1 an accident involving a motor vehicle
 - 6.2.2 an accident resulting in a fracture or broken bone, joint dislocation or a torn ligament
 - 6.2.3 an accident resulting in a burn or caused by electrocution
 - 6.2.4 the actions of another animal
 - 6.2.5 an accident resulting in lacerations, abrasions or wounds
 - 6.2.6 swallowing of a foreign object requiring surgical or endoscopic removal
 - 6.2.7 a snake bite
 - 6.2.8 an allergic reaction to an insect bite other than tick or flea bites

7. 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.

- 7.1 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.
- 7.2 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.
- 7.3 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:
 - 7.3.1 **For dogs:** distemper, adenovirus infections, (infectious canine hepatitis and CAV-2) parainfluenza, parvovirus and rabies
 - 7.3.2 **For cats:** feline panleukopaenia (infectious-enteritis), calicivirus, herpesvirus and rabies

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

- 7.4 You must be the sole owner of the pet.
- 7.5 Your pet must reside with you and be under your care at the physical address you have provided us.

- 7.6 You 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.

8. Important Information

- 8.1 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.
- 8.2 Cover under this Policy is only valid from 00h00 on the Policy start date stated on your Certificate of Insurance.
- 8.3 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 from the date that these are introduced.

9. General Exclusions

What we will not pay:

- 9.1 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 start date of the first Policy period or during the applicable waiting period.
- 9.2 Costs as a result of a ligament or joint problem (e.g. cruciate ligament surgery, patella luxation) 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 or during the applicable waiting period.
- 9.3 Claims for the recurrence of a condition or illness, which manifested prior to the start date of this Policy or during the applicable waiting period.

- 9.4 Claims arising from, or as a result of, any excluded condition or pre-existing condition. If your pet has a pre-existing condition, we will not pay any Vet expenses or other costs incurred by you which are attributable to or result from:
- 9.4.1 Treatment of that pre-existing condition or any related condition occurring in any form, anywhere in or on your pet's body
 - 9.4.2 Treatment of whatsoever nature to the entire part of the pet's anatomy or the organ in/on which the pre-existing condition presented
 - 9.4.2.1 Examples of anatomy exclusions under this provision include, amongst others: forelegs, hind legs, spine, hips etc.
 - 9.4.2.2 Examples of organ exclusions under this provision include, amongst others: ears, eyes, kidneys, liver, heart etc.
 - 9.4.3 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.
 - 9.4.4 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 therefrom) up to the date of receipt of your Exclusion Review Form, which shall be no less than a period of 18 calendar months from the Policy start date. Your request for this review must be made in writing after the completion of the 18 calendar month period 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.
- 9.5 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.
- 9.6 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, working and agility dogs, pets used for racing, laboratory testing or experimentation, commercial breeding or any pet leased or rented out.
- 9.7 Claims arising directly from the infringement of laws or by-laws pertaining to the well-being and safeguarding of pets.
- 9.8 Claims arising, or treatment rendered, outside the borders of South Africa.
- 9.9 Claims for illness or injury occurring or showing clinical signs within the applicable waiting period from the initial start date of this Policy, or any further claim for a recurrence of, or resulting from, that illness or injury.
- 9.10 Any excess applicable for each claim as shown on your Schedule of Benefits.
- 9.11 Diagnostic tests:
- 9.11.1 for conditions excluded from, or limited under this Policy
 - 9.11.2 for complications arising from conditions excluded from, or limited under this Policy
 - 9.11.3 which do not result in a diagnosis of an illness or a condition
- 9.12 Claims for treatment and services provided by a non-registered pet medical practitioner or by a person other than a Vet.

10. Exclusions and Limitations

Unless stated on your Certificate of Insurance or specifically included in the Schedule of Benefits, we will not pay for:

- 10.1 Any treatments you choose to have carried out that are not directly related to a covered illness or injury. This includes general health check-up's and preventative treatments such as routine deworming and routine anal gland expression.
- 10.2 Claims not received within sixty (60) days of treatment.
- 10.3 Preventative treatment of, or conditions relating to, endoparasites (such as worms) and ectoparasites (such as ticks and fleas).
- 10.4 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.
- 10.5 Elective procedures and cosmetic surgeries including but not limited to tail docking, dewclaw removal, skin fold resection, ear cropping or nail clipping.
- 10.6 Spaying, castration or treatment for cryptorchidism (undescended testicles).
- 10.7 Treatment relating to breeding or obstetrics, or treatment of conditions arising as a result of breeding or obstetrics.
- 10.8 Boarding or transport expenses.
- 10.9 Prescription and special diets, pet food, vitamins, mineral supplements, grooming costs and bathing (including medicated baths), products for flea and tick control.
- 10.10 Treatment, training or other forms of therapy for behavioural problems.
- 10.11 Certain dental treatment including but not limited to orthodontics, gingivitis, teeth cleaning/scaling, endodontics and removal of deciduous teeth or extractions.
- 10.12 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.
- 10.13 Treatment of hip dysplasia, elbow dysplasia and related conditions.
- 10.14 Treatment of entropion, ectropion and distichiasis.
- 10.15 Treatment of the following irrespective of whether your pet was vaccinated or not:
 - 10.15.1 **For dogs:** distemper, infectious canine hepatitis (canine adenovirus), parainfluenza and parvovirus
 - 10.15.2 **For cats:** feline leukaemia (FeLV) and Rabies
- 10.16 The cost of voluntary euthanasia, autopsy, disposal, cremation or burial of the pet.
- 10.17 More than one incident of swallowing a foreign object requiring surgical or endoscopic removal per pet's Policy year.
- 10.18 More than one cruciate ligament surgery per pet's Policy year.
- 10.19 More than one back surgery per pet's Policy year if eligible.
- 10.20 Any accidental injury other than by causes listed under Section 6.2 of this Policy.
- 10.21 The cost for any alternative therapies unless they are rendered by a Veterinarian or Veterinary nurse registered with the South African Veterinary Council.
- 10.22 Treatment your pet has received after the Policy period has ended.
- 10.23 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.
- 10.24 Any extra charges for treatment provided outside of normal weekday and Saturday morning consulting hours unless the treatment was for a genuinely urgent case.

- 10.25 Treatment for any new pandemic disease.
- 10.26 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. (e.g. Treatment for hip arthritis where hip dysplasia is suspected but not diagnosed or excluded as a diagnosis.)
- 10.27 The cost of organ transplant surgery, artificial limbs, prosthetics, pacemakers and any associated costs;
- 10.28 Genetic/chromosome testing including procedures to determine the suitability or categorisation of your pet for breeding or genealogical purposes; and
- 10.29 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.

11. Claims procedure

What you need to do:

11.1 The following documents are required:

11.1.1 A completed Claim Form

11.1.2 A detailed invoice

11.1.3 A proof of payment (e.g. credit card slip, bank statement, receipt from vet)

11.1.4 A copy of your pets Veterinary history is required at the time of joining

11.1.4.1 If it is not received, it will be requested when you submit your first claim for each pet. This will result in a delay of your claim.

11.1.4.2 A vaccination card is not sufficient.

11.2 All claims must be submitted and received by us within sixty (60) days of the treatment being provided.

11.3 Both you and the attending Vet must sign the claim form.

11.4 The attending Vet must complete the section on the claim form where designated.

11.5 Please ensure that the full diagnosis is included on the claim form and/or on the Vet invoice.

11.6 You must take all reasonable precautions to protect your pet from aggravating the illness or injury during the post-operative or recuperation period.

11.7 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.

11.8 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.

IMPORTANT NOTE: Incomplete claim submissions will be returned to you and this will result in delays in processing your claim.

What we will do:

11.9 We will deal directly with you regarding settlement of the claim.

11.10 We will reimburse you, NOT the Vet.

11.11 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.

11.12 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.

11.13 Prescription – expiry of claims

When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay that claim. A claim will prescribe after 12 months from the date of the veterinary treatment, unless any of the following applies:

- 11.13.1 You have referred the claim to the Ombudsman for Short-term Insurance.
- 11.13.2 You have started legal action against us.

11.14 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. If you do not agree with our claims decision then the following options are available to you:

11.14.1 Complain to dotsure.co.za

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.

Your representation must be submitted to:

Email: resolutions@dotsure.co.za
Tel: 0861 001 083

11.14.2 Complain to the Ombudsman for Short Term Insurance

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	Tel: 011 726 8900
Braamfontein	Fax: 011 726 5501
2017	Email: info@osti.co.za
	Web: www.osti.co.za

11.14.3 Complain to the FAIS Ombud

If you have a complaint about how this Policy was sold to you and your complaint is not resolved to your satisfaction, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from us.

Postal address:	The FAIS Ombud, PO Box 74571, Lynnwood Ridge, 0040
Physical address:	The FAIS Ombud, Kasteel Park Office Park, Orange Building, 2 nd Floor, c/o Nossob & Jochemus Street, Erasmuskloof, Pretoria, 0048
Tel:	012 470 9080 or 012 762 5000
Fax:	012 470 9097 or 012 348 3447
Email:	info@faisombud.co.za
Web:	www.faisombud.co.za

11.14.4 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.

12. Paying your premiums

12.1 Premium payment

12.1.1 The premium is payable in advance and must be paid on the selected due date.

12.1.2 If we do not receive your premium by the due date, there is a thirty (30) day grace period (extra time) following the due date.

12.1.3 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.

12.1.4 Claims will not be paid for any period which we have not received premiums.

12.1.5 Your Policy will be automatically cancelled should your monthly premium via debit order be rejected for the following reasons:

12.1.5.1 If this is your second unpaid debit order within the last two months, your Policy will automatically be cancelled.

12.1.5.2 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.

12.1.5.3 If this is a new Policy and we fail to collect the first premium, your Policy will automatically lapse.

12.2 You may choose to pay the premium:

12.2.1 Monthly premiums are strictly payable via monthly direct debit order,

Or

12.2.2 Annual payments are paid by once-off EFT payment.

12.3 Renewal

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

12.4 When Policy conditions change

We will send you an updated Certificate of Insurance and policy document at least 31 days before the effective date of any changes we make.

12.4.1 We will review your Policy once a year

When we review your premium, we consider a number of different factors, like your pet's health and medical history, inflation and your claims history. Unless you tell us that you do not want to continue with this Policy, we will automatically renew your Policy on the terms shown in the updated Certificate of Insurance and policy document, but we will always notify you at least 31 days before the effective date.

12.4.2 We may also make changes to your Policy at any time

We may change the terms and conditions of this Policy at any time, and not just once a year. A change might affect the limits, sub-limits, your premium and excess. If legislation changes, this Policy will be considered to be aligned with the change, until such time as the policy document is updated.

12.4.3 You may make changes to your Policy

Any changes you ask us to make may affect your premium. Changes will only be in place once we have agreed to them, and have sent you a new Certificate of Insurance and policy document.

12.5 Amendments to your records

12.5.1 If any of your banking or personal details change, 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.

12.5.2 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.

13. Cancelling your Policy

13.1 Your 14 day money back guarantee

13.1.1 You may return your Policy to us within 14 (fourteen) days of the start date of your cover. This date is shown on your Certificate of Insurance.

13.1.2 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).

13.1.3 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.

13.2 How you may cancel

13.2.1 You may cancel your Policy at any time by writing to us or calling us. We will cancel your Policy with effect from the end of the month in which we receive your cancellation request.

13.2.2 We will only accept a notice of cancellation given in writing via mail, email or fax and signed by you. (We will not accept cancellation notices given by telephone or third parties).

13.2.3 If you have paid your annual premium in full, we will pay back the balance of the premium that covers the period after the date of cancellation.

13.3 How we may cancel

We may cancel your Policy if you:

13.3.1 fail to comply with the Policy terms and conditions

13.3.2 fail to pay your premium by the due date

- 13.3.3 failed to comply with your Duty of Disclosure or misrepresented information when you entered into this insurance contract
- 13.3.4 make a fraudulent claim
- 13.3.5 fail in your Duty of Disclosure when making a claim under the Policy
- 13.3.6 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. We will always give you at least 31 days' notice of our intention to cancel your Policy unless we cancel for reasons of misrepresentation, fraud or if you fail to pay your premium by the due date as explained below.

Rejected Monthly Debit Order

Your Policy will be automatically cancelled should your monthly premium via debit order be rejected for the following reasons:

- 13.3.7 If this is your second unpaid debit order within the last two months, your Policy will automatically be cancelled.
- 13.3.8 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.
- 13.3.9 If this is a new Policy, your Policy will automatically lapse.