

# **Pet Insurance**

Dog & Cat

Safety-Net Plan (Economy)

Product Disclosure Statement (including Policy Wording)



# Dear Policyholder,

Thank You for considering insuring with Petcover, We would be delighted to have You and Your Pet as part of the Family.

We hope Your Pet is in the best of health, but rest assured, if You need Us we'll be there to help You as best as possible. We do all We can to make the claims process as quick and easy as possible so You can count on prompt and caring service from Our experienced staff when You need it most.

The details of the cover the Policy provides are included in this booklet as well as useful information to make claiming as straightforward as possible.

Wishing You and Your Pet a happy and healthy time ahead.

The Petcover Team

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# Product Disclosure Statement (PDS) (including Policy Wording)

This Product Disclosure Statement ('PDS') which includes the **Policy** Wording contains important information about **Your Pet** Insurance and how it works.

# About this insurance

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

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

This PDS provides **You** with factual information about the **Policy** and is not intended to amount to any recommendation or opinion as to whether **You** should or should not acquire the **Policy**.

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

#### Who is the insurer?

The **Insurer** of this **Policy** is Sovereign Insurance Australia, Pty Ltd (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100. Sovereign Insurance Australia Pty Ltd is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA"). Sovereign Insurance Australia Pty Ltd is not currently licensed to carry on insurance business in New Zealand and is not regulated by New Zealand prudential supervision laws or within the prudential supervision of the Reserve Bank of New Zealand.

An overseas policyholder preference applies. Under Australian law, if Sovereign Insurance Australia Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Sovereign Insurance Australia Pty Ltd assets to satisfy New Zealand liabilities

#### Who is Petcover New Zealand Limited?

#### Petcover New Zealand Ltd NZBN 9429046576941 (Petcover)

**Petcover** is the binding agent of the Insurer and is authorised by the Insurer to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints. In arranging this insurance **Petcover** acts as agent for the Insurer and not as **Your** agent.

**Petcover** is registered on the Financial Service Providers Register (FSP614229).

If You have any questions about Our services or anything in this PDS, please contact Petcover at:

Petcover New Zealand Limited Customer Care PO Box 112250 Penrose Auckland 1642 info.nz@petcovergroup.com Ph: 0800 255 426.

Petcover cannot provide You with any financial advice relating to this Policy.

#### Our contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between the **Insurer** and **You**. The **Policy** consists of:

- this document which sets out the standard terms of Your cover and its limitations;
- the relevant Certificate of Insurance issued by Us. The Certificate of Insurance is a separate document, which shows the insurance details relevant to You. It may include additional terms, Conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your Certificate of Insurance are included

under the **Policy** coverage. If the **Policy** is varied during the **Period of Insurance We** will send **You** an updated **Certificate of Insurance** taking into account the variations; and

 any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) specified before entry into the contract or where required or permitted by law These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that **You** are satisfied with the cover. All **Policy** documentation should be kept in a safe place for future reference. **We** reserve the right to change the terms of the **Policy** where permitted to do so by law.

#### What is covered?

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

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

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

## **Privacy Policy**

In this Privacy **Policy**, '**We**', '**Our**', '**Us**' means Petcover New Zealand Ltd and Sovereign Insurance Australia.

**We** value the privacy of personal information and are bound by the Privacy Act 2020 when We collect, use, disclose or handle personal information.

More information about how **We** collect, use, hold and disclose **Your** personal information can be found at:

- the Petcover website: petcovergroup.com/nz/privacy-and-legal; or
- Sovereign Australia Insurance's website: <a href="https://www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf">www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf</a>

Alternatively, a copy can be sent to You on request by contacting Petcover or Sovereign Insurance Australia.

#### **About Us**

Petcover New Zealand Ltd is a specialist pet insurance provider. Its address is:

101d Station Road Penrose Auckland 1061, New Zealand

Sovereign Insurance Australia is an **Insurer** registered and authorised in Australia

Its address is:

263 Albany Highway

Victoria Park, WA 6100

Australia

#### Why We Collect Your Personal Information

We will collect Your personal information for the purposes of Us providing You with insurance services and products, including:

- · arranging and administering Your application for insurance;
- · managing and administering Your insurance;
- · investigating, processing and managing Your claims; and/or
- · detecting and preventing fraud.

Petcover may collect personal information about its clients and their insurance placements and store this information on databases that may be accessed by other Petcover affiliates for other purposes, including providing consulting and other services to Insurers for which **Our** Group of Companies may earn compensation.

The personal information that **We** may collect includes **Your** name, postal address, e-mail address, date of birth, gender, financial information and personal circumstances. If **You** make a claim, **We** may collect additional

personal information to help Us make a decision on Your claim.

It is not mandatory for **You** to provide any information that **We** request. If **You** chose not to provide the information **We** request, **We** may not be able to provide **You** with the insurance services and products or properly manage and administer those services and products provided to **You**.

You also have a legal obligation to disclose certain information. Failure to disclose this information may result in **Us** declining cover, **Your** insurance being cancelled or the level of cover reduced, or **Your** claims being declined.

#### **How We Collect Your Personal Information**

Your personal information may be collected by telephone, email, in writing, or through Our websites (from data You input directly or through cookies and other web analytic tools). If You contact Us via an electronic method, We may record Your Internet electronic identifier i.e. Your internet protocol (IP) address. Your telephone company may also provide Us with Your telephone number.

We may collect **Your** personal information from **You** directly. However, **We** may collect **Your** personal information from other persons, including, but not limited to, persons you nominate as authorised representatives for **Your Policy**, **Your Pet's Vet**, breeders, and pet shop.

If **You** provide **Us** with personal information about another individual, **You** must only do so if **You** have obtained his or her authorisation to disclose that information to **Us** and have made him or her aware of this Privacy **Policy**.

#### **International Transfers**

In providing **You** with insurance services, **We** may transfer **Your** personal information outside of New Zealand including Australia, UK, European Union (EU) and India. If this happens **We** will ensure that reasonable measures are taken to safeguard **Your** personal information.

### Who We share Your information with?

We may disclose Your personal information to third persons in connection with providing You with insurance services and products, including authorised agents; service providers; reinsurers; other Insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal information with law enforcement, fraud detection, credit reference and debt collection agencies, and within the Talanx Group of companies to:

- · assess financial and insurance risks;
- · recover debt;
- prevent and detect crime: and
- · develop products and services.

We will not disclose Your personal information to anyone outside this list except:

- · where We have Your permission;
- where We are required or permitted to do so by law;
- to other companies who provide a service to Us or You; and/or
- where We may transfer rights and obligations under the insurance.

# Storage and Security of Personal Information

**We** store personal information electronically and physically. **We** store electronic information in facilities in New Zealand and overseas:

- that We manage; or
- · that are managed by third parties, including cloud storage.

We maintain reasonable security safeguards to protect Your personal information from loss, misuse, unauthorised access, disclosure, alteration or destruction. However, no storage method is completely secure and, while reasonable security safeguards are used, We cannot completely ensure the security of the personal information collected from You.

## Your access and correction rights

The Privacy Act gives **You** rights to request access to, and correction of, **Your** Personal Information collected by **Us**. If **You** wish to exercise these rights, please contact **Us** at:

Petcover New Zealand Ltd

Customer Care
PO Box 112250 Penrose Auckland 1642
info.nz@petcovergroup.com

# Sovereign Insurance Australia

### admin@sovereignaustralia.com.au

While access to **Your** personal information will generally be provided free of charge, **We** may charge **You** for access costs where permitted by the Privacy Act.

#### **Consent Acknowledgment**

By purchasing insurance products from **Us** and by providing **Us** with **Your** personal information, **You** consent to **Your** information being used, held and disclosed as set out in this **Policy** above.

# Service issues and complaints

We have in place a formal dispute resolution process, encompassing both internal and external dispute resolution.

**We** are committed to providing quality services to **Our** clients. This commitment extends to giving **You** easy access to people and processes that can resolve a service issue or complaint.

If You have a complaint about the service We have provided to You, please address Your enquiry or complaint to the staff member providing the service, or phone 0800 255 426 during normal office hours.

If **We** are not able to resolve the issue immediately, or within five days, **We** will refer it to the Complaints Manager, who will review the complaint and advise **You** in writing of the expected time for resolution.

### Making a Complaint

We treat complaints very seriously and believe You have the right to a fair, swift, prompt and courteous service at all times. If You are dissatisfied with any aspect of Our relationship, You may lodge a complaint. Our complaints process has three steps:

# 1. Immediate Response & Resolution

Many concerns can be resolved immediately, or within a short amount of time. If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 0800 255 426 during normal office hours.

# 2. Internal Dispute Resolution

If **We** are unable to resolve **Your** concern, immediately or within 2 days, **We** will escalate **Your** concerns as a complaint to Petcover's Internal Dispute Resolution Team. **Your** complaint will be handled by a person with appropriate authority, knowledge and experience. **You** will be provided with the contact details of the person assigned **Your** complaint. **We** will make a decision about **Your** complaint within 30 calendar days, however **We** will aim to resolve **Your** complaint within 15 business days. If **We** are not able to resolve **Your** complaint within 15 business days, **We** will escalate the matter to Sovereign Insurance Australia or give **You** the option to contact them yourself. Both these internal review processes will be completed within the 30 calendar days.

**You** may contact the Internal Dispute Resolution team directly on: 0800 255 426 or via email <u>support.nz@petcovergroup.com</u> or post Petcover New Zealand P. O. Box 112 250, Penrose, Auckland 1642.

**You** may also contact Sovereign Insurance Australia, T 263 Albany Highway, Victoria Park, WA 6100, Australia or via email at: <a href="mailto:complaints@sovereigninsurance.com.au">complaints@sovereigninsurance.com.au</a>.

# 3. External Dispute Resolution

In the unlikely event that **Your** complaint is not resolved to **Your** satisfaction following Petcover's Internal Dispute Resolution Process, **You** may be able to take **Your** matter to the independent dispute resolution body, the Australian Financial Complaints Authority (AFCA). AFCA will consider complaints from our New Zealand-based customers.

AFCA resolves certain insurance disputes between consumers and **Insurers** and will provide an independent review at no cost to **You**.

**We** are bound by the determination of AFCA but the determination is not binding on **You**.

Contact details for AFCA:

Australian Financial Complaints Authority

Telephone: 1800 931 678 Email: info@afca.org.au

GPO Box 3, Melbourne VIC 3000, Australia There is no cost to  $\bf You$  to use the services of AFCA.

# **Telephone Call Recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. This allows Us to check information You give Us and to verify information We have given You. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

# **Terms and Conditions**

Cover under this Policy is provided on the basis:

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

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

Your Duty of Disclosure and the consequences of non-disclosure, are set out under the heading 'Your Duty of Disclosure', on page 13.

# Some words have special meanings

Certain words used in the **Policy** have special meanings. The definitions section of this document on pages 22, 23, 24, 25, 26 and 27 contains such terms. In some cases, certain words may be given a special meaning in a particular section of the **Policy** when used or in the other documents making up the **Policy**.

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

#### Your obligation to comply with the Policy terms and Conditions

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

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

#### Your Duty of Disclosure

Before You enter into a contract of Insurance with Us, You have a duty to disclose to Us every matter You know, or could be reasonably expected to know, (including but not limited to matters relating to the health of Your Pet) that is relevant to Our decision to insure Your Pet, and if so, on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

You have the same duty to disclose any relevant matters to  ${\bf Us}$  before You renew, extend, vary or reinstate the Policy.

The duty applies until the **Policy** is entered into or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time **You** provide answers or make disclosure and the Relevant Time, **You** need to tell **Us**.

You do not need to tell Us about any matter that:

- · diminishes Our risk;
- · is of common knowledge
- · We already know or should know as an insurer;
- · We tell You We do not need to know.

# Who does the duty apply to?

The duty of disclosure applies to **You** and everyone that is an insured under the **Policy**. If **You** provide information for another insured, it is as if they provided it to **Us** 

# What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with **We** may, to the extent permitted by law, cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim to the extent **We** are prejudiced by **Your** non-disclosure. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

# What type of insurance is this?

Subject to the **Policy** terms and **Conditions** (including exclusions and limits, this **Policy** covers the cost of **Veterinary Fees** if **Your Pet** is injured or becomes ill. Each **Illness** or **Injury** will be covered for twelve (12) months starting from the date the **Injury** first happened or the date the **Illness** first showed **Clinical** 

Signs, after You obtained cover and after the conclusion of the twenty-one (21) day Waiting Period.

# How long does my Policy run for?

The **Policy** will remain in force for **twelve** (12) months from the date it starts and for any period which **You** renew unless cancelled earlier by **You** or **Us** in accordance with the terms of the **Policy**.

# **Policy Summary**

Please note that this section is a limited summary only and not a full description of the covers provided under the **Policy**. Each cover noted is subject to terms, **Conditions**, exclusions and limitations that are not listed in the **Policy** Summary.

You need to read the full terms, Conditions and exclusions of the Policy and the Certificate of Insurance which specifies the options taken for a full explanation of the cover provided under this Policy.

# Applying for cover - Eligibility

Eligible cats or dogs can commence cover from the age of eight (8) weeks. Select Breeds, as defined under Definitions, can commence cover from the age of eight (8) weeks and before their 5th birthday. Your cat or dog must live in New Zealand.

The following dogs are not eligible for cover:

- · Dogs used for security, guarding, track racing or coursing,
- Breeds of dogs that are listed as banned by any New Zealand Government, public or local authority.
- Dogs that are a cross breed with either a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid, or any other breed advised to You by Us when You apply for cover. This list may be modified from time to time and We will notify You in writing.

Other eligibility criteria may apply and **We** will tell **You** what they are when **You** apply for this insurance.

# Safety-net plan Economy

Subject to the **Policy** terms and **Conditions** (including limits and exclusions), the following benefits are provided under the **Policy**:

#### **COVER SUMMARY**

# **Veterinary Fees**

We will pay the cost of Veterinary incurred by You Fees for Veterinary Treatment provided during the Period of Insurance to treat Your Pet's Injury or Illness, including Veterinary Fees incurred during Journeys in the Agreed Countries. We will also cover Physiotherapy and Treatment provided during the Period of Insurance of a Behavioural Illness when carried out by a Member of a Veterinary Practice or one of Our recognised associations.

The Maximum Benefit We will pay for Injury and Illness for all Treatment types is shown on Your Certificate of Insurance.

### Alternative or Complementary Treatment

We will pay the cost of the following procedures when referred and endorsed by Your Vet and carried out in New Zealand to treat Your Pet's Injury and Illness during the Period of Insurance:

- Acupuncture and Homeopathy carried out by a Vet.
- Herbal medicine prescribed by a Member of a Veterinary Practice.
- Chiropractic Manipulation and Osteopathy carried out by a Member of a Veterinary Practice or one of Our recognised associations.
- Hydrotherapy carried out by a Member of a Veterinary Practice (provided it is in a pool owned by the Veterinary Practice) or a person or a Hydrotherapy business who/ which is a member of one of Our recognised associations.

The Maximum Benefit We will pay for Injury and Illness for all Treatment types is shown on Your Certificate of Insurance.

# Theft or Straying

If Your Pet is stolen or goes missing during the Period of Insurance in New Zealand and cannot be found, We will pay the price You paid for Your Pet (or the Market Value if You have no formal proof of how much You paid or if You did not pay for Your Pet) up to the benefit limit shown on Your Certificate of Insurance.

The Maximum Benefit We will pay for this benefit is shown on Your Certificate of Insurance

Third Party Liability (Dogs only)	We will cover Your Legal Liability for payment of compensation in respect of:  • death, bodily injury or illness; and/or  • physical loss of or damage to property occurring during the Period of Insurance and which is caused by an Accident involving Your dog.	The Maximum Benefit We will pay for this benefit is shown on Your Certificate of Insurance.
Excess	If You need to make a claim under this Policy, You may be required to pay an Excess. Your Excess will depend on the product You choose, where You live and the breed and age of Your Pet. For full details, please refer to the terms and Conditions of the Policy and Your Certificate of Insurance	

# **Policy Benefits**

Unless otherwise indicated in the **Policy**, the amounts shown below are the Maximum Benefits that **We** will pay to **You** under the **Policy** in relation to any one **Period of Insurance**. **Veterinary Fees** and Alternative or Complementary **Treatment** are subject to the **Policy** Aggregate less the applicable **Excess**.

Type of cover	Safety-net plan Economy
Umbrella for Life	No
Veterinary Fees	\$7,000 for the Treatment of an Injury, Accident or Illness as shown in the Certificate of Insurance.
Alternative or Complementary Treatment	\$1,000 (Any amounts paid under this benefit are part of the <b>Policy</b> <b>Aggregate</b> of <b>Veterinary Fees</b> as shown above).
Third Party Liability (Dogs only)	\$1 million any one loss occurrence
Death from Illness	Up to <b>\$1,000 – Optional Extra</b> <b>Benefit</b>
Death from Injury	Up to <b>\$1,000 – Optional Extra</b> <b>Benefit</b>
Boarding Fees	\$1,000
Advertising & Reward	\$1,000
Loss by Theft or Straying	\$1,000
<b>Holiday Cancellation</b>	\$1,000
Quarantine expenses and Loss of Documents	\$1,000
Emergency Repatriation	\$500
Multi-pet Discount	√ (3+ eligible pets)

The benefits listed below are **Optional Extra Benefits** and may not be included in cover for **Your Pet.** 

If applicable, **We** will pay the price **You** paid for **Your Pet** (or the **Market Value** if **You** have no formal proof of how much **You** paid or if **You** did not pay for **Your Pet** under the following circumstances):

Death from Injury	If <b>Your Pet</b> dies during the <b>Period of Insurance</b> in New Zealand due to an <b>Injury</b> .	The maximum amount We will pay in relation to these benefits is shown on Your Certificate of Insurance.
Death from <b>Illness</b>	If Your Pet dies during the Period of Insurance in New Zealand due to an Illness.	insurance.

<sup>\*\*</sup>Please note, Your Pet will only be covered under an Optional Extra Benefit if You have selected the cover option and have paid an additional premium and it is shown on Your Certificate of Insurance.

# **General Policy Limits and Exclusions**

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

This **Policy** covers an **Injury** or **Illness** for a period of twelve (12) months only. The twelve (12) months starts on the date the **Injury** first happened after **Your** Pet's cover started, or the first Clinical Sign of the **Illness** or Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period. After this twelve (12) month period **We** will not cover any further claims for that or any related **Injury** or **Illness**.

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

- 1. A Condition specifically excluded on Your Certificate of Insurance.
- Any animal less than eight (8) weeks old at the time of commencement of cover.
- 3. Any costs of Treatment throughout the lifetime of Your Pet for any Injury or Illness which occurs or shows Clinical Signs prior to the commencement of Your Insurance or within the first twenty-one (21) days of cover (Waiting Period), or any Pre-Existing Conditions This applies regardless of whether or not We place any exclusion(s) for the Injury/Illness in Your Certificate of Insurance.
  - See 'We will not pay applying to Veterinary Fees and Complementary Treatment' points 2 and 3, and 'We will not pay applying to Death from Injury and Death from Illness' points 3 and 4.
- 4. Any costs of Treatment throughout the lifetime of Your Pet for Brachycephalic Obstructive Airway syndrome (BOAS), Brachycephalic Gastrointestinal Syndrome (BGS), nasal fold surgery, skin fold surgery stenotic nares and soft palate resection, enlarged tongue (macroglossa), or everted laryngeal saccules, that occurs or shows Clinical Signs within the first twelve (12) months of commencement of Your Insurance, inclusive of the Waiting Period and any free cover Policy or prior to the commencement of the Your Insurance. This applies regardless of whether or not We place any exclusions on Your Certificate of Insurance.
- 5. Any amount for death from an Illness or disease occurring after Your Pet's 8th birthday, or if Your Pet is a Select Breed, its 5<sup>th</sup> birthday. See 'Definitions' – Select Breeds, and 'We will not pay – applying to death from Injury and death from Illness' – point 9.
- 6. Cost of Routine Treatment or Preventative care such as check-ups and procedures that are designed to prevent future Illnesses from occurring rather than treating existing Illnesses. These include, but not limited to annual physical examinations and/or check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention.
- 7. Cost of Elective procedures and Treatment, including but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or Elective surgery including but not limited to dew-claw removal, prescription diet foods, and any Treatment not related to an Injury, Illness, or trauma. Elective surgery or Treatment that is beneficial to the Pet but is not essential for Your Pet's survival or does not form part of a Treatment for an Injury or Illness.
- The cost of periodontics, dental check-ups, Comprehensive Oral Health
  Assessment and Treatment (COHAT), dental x-rays, dental prophylaxis,
  dental scale and polish or teeth cleaning, gingival curettes, gingival
  hyperplasia, removal of plaque or calculus or periodontal surgery.
- The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 10. Any cost relating to orthodontics, malocclusion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior crossbite, overbite, brachygnathia, open bite or level bite.
- 11. Any Treatment for dental disease if an annual dental examination has not been undertaken within the twelve (12) months preceding the problem requiring Treatment and any Treatment a Vet recommended resulting from that had not been carried out. Evidence will need to be provided to Us if Your Vet has carried out an annual dental examination.

- 12. The cost of the following procedures; experimental Treatments, or therapies; prosthetics or orthopedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, cold laser Treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), or for any drugs not used in accordance with the manufacturers recommendations.
- 13. Any costs for Alternative or complementary Treatment or veterinary Treatment that does not improve the health or wellbeing of Your Pet.
- 14. Any prolonged course of veterinary medicines, Alternative or Complementary Treatments for more than three (3) months if there is a veterinary operation that would have improved or cured the Condition unless agreed by Us. The maximum payment will be limited to the equivalent cost of the operation.
- 15. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 16. Any medicines that have not been approved by the by the Ministry of Primary Industry (MPI) or where there is no evidence to support the usage of this medicine for this Condition.
- 17. Dogs being used for guarding, track racing or coursing.
- 18. Any breed of dog that is banned by any New Zealand Government, Public or Local Authority, or that is crossed with any banned breed or Pit Bull Terrier or Dingo or crosses of these breeds.
- 19. Any dog declared as a dangerous dog by a Government authority.
- Any dog that must be registered under the applicable legislation dealing with dangerous dogs.
- 21. Any amount caused by, arising out of or in any way connected with Your Pet being confiscated or destroyed by any Government or Public or Local Authority or any person or Body having the jurisdiction to do so.
- Any costs caused because any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, have put restrictions on Your Pet.
- 23. Any amount caused by, arising out of or in any way connected with You breaking New Zealand animal health or importation laws or regulations.
- Legal costs, expenses, fines and penalties connected with or resulting from a criminal court case or an Act of Parliament.
- 25. Any loss caused by, arising out of or in any way connected with an act of force or violence for political, religious or ideological reasons war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
- 26. The cost of treating any Injury or Illness or other bodily Injury or Illness caused by, arising out of, or in any way connected with a malicious act, deliberate Injury or bodily Injury or gross negligence caused by You or a member of Your Immediate Family or anyone living with You or acting with Your express or implied consent.
- 27. Any amount resulting from an Illness that Your Pet contracted while outside New Zealand or Australia, that it would not normally have contracted in New Zealand or Australia.
- 28. Any amount resulting from a disease transmitted from animals to humans.
- Any pandemic disease that causes widespread Illness, death or destruction affecting dogs and cats.
- 30. Any dog not vaccinated for any of the following diseases or associated Illnesses: distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and Vets recommend vaccination) and parvovirus or any other disease that there is a known vaccine and Your Vet has recommended vaccinations.
- 31. Any cat not vaccinated for any of the following diseases or associated Illnesses: feline infectious enteritis, feline leukemia and cat flu, or any other disease that there is a known vaccine and Your Vet has recommend vaccinations.
- 32. Any amount arising from or in any way connected with Your failure to take all reasonable precautions to protect Your Pet from or by aggravating or prolonging an Injury or Illness.
  - Your Legal Liability for payment of compensation in respect of:
  - death, bodily Injury or Illness, and/or
  - physical loss or damage to property, except to the extent You have such
    cover under the Third Party Liability section of this Policy in relation to
    Your dog.
- 33. This Policy covers an Injury or Illness for a period of twelve (12) months only. The twelve (12) months starts on the date the Injury first happened after Your Pet's cover started, or the first Clinical Sign of the Illness or

Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period. After this twelve (12) month period We will not cover any further claims for that or any related Injury or Illness. See 'We will not pay – applying to Veterinary Fees and Complementary Treatment' – points 6, 7 and 8, and 'We will not pay – applying to Death from Injury and Death from Illness' – points 6 and 7.

The following exclusions only apply when **Your Pet** is on a **Journey** within the **Agreed Countries**.

- 34. Any amount if Your Pet lives permanently outside of New Zealand.
- 35. Any Journey You take Your Pet on against a Vet's advice.

These are the main Exclusions and Policy Limits. Additional Exclusions and Policy Limits may apply. For full details of all relevant Policy Limits and Exclusions You must read the Certificate of Insurance and the general exclusions to all sections and also to the specific exclusions to each section under the heading "We will not pay".

#### **Excess**

You will be required to pay a non-refundable Excess for claims covered under this Policy. Most Excesses are detailed on Your Certificate of Insurance but some additional Excesses may apply to some additional benefits provided by the Policy. You should read the Policy and Your Certificate of Insurance carefully so that You are aware of what Excesses may be applicable to You in the event of a loss.

Petcover is solely liable for qualifying and or identifying opportunities where any recovery can be obtained from a third party. **Your Excess** may be reimbursed upon a successful recovery by Petcover however, Petcover retains the right to not refund the **Excess** payment in any instance.

#### Costs

The premium payable by **You** will be shown on **Your** tax invoice. **We** take into consideration a number of factors in setting premiums. The base premium **We** charge varies according to **Your** risk profile (e.g. the breed, age, gender and location of **Your Pet**, **Our** claims experience, **Your** individual claims experience, the increased costs of doing business and any events that impact the insurance industry).

**You** will also have to pay any compulsory government charges (e.g. GST) plus any additional charges of which **We** tell **You**. These amounts will be set out separately on **Your Certificate of Insurance** (or tax invoice) as part of the total premium payable.

Minimum premiums may apply. In some cases discounts may apply if **You** meet criteria **We** set. Any discounts/ entitlements only apply to the extent any minimum premium is not reached. If **You** are eligible for more than one, **We** also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/ entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total amount payable, when it needs to be paid and how it can be paid. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy. Special rights and obligations apply to instalment premium payments as set out below.

The amount **You** pay for **Your** premium includes Commisson paid to Petcover. If a person has referred **You** to **Us**, **We** may pay them a part of the amount that relates to Commission. This will not increase the amount **You** pay **Us**.

# **Payments by Instalments**

If You pay Your premium by instalments refer to the 'General Policy Conditions' applicable to all sections for important details on Your and Our rights and obligations. Note that an instalment premium outstanding for fourteen (14) days or longer may allow Us to refuse to pay a claim.

# Goods and Services Tax (GST)

All monetary limits in the **Policy** are inclusive of GST. In the event of a claim, if **You** are not registered for GST, **We** will reimburse **You** the GST component in addition to the amount **We** pay **You**. If **You** are registered for GST, **You** will need to claim the GST component from the New Zealand Taxation Office.

You must advise Us of Your correct input tax credit entitlement where You are registered for GST with the Inland Revenue Department. You are liable to Us for any GST liability We incur arising from Your incorrect advice.

# Your cooling-off period and Cancellation rights

You have a cooling off period of twenty-one (21) days from the date You purchased the Policy. During this period You can return the Policy and receive a refund of any premium paid, provided You have not exercised right or power under the Policy (e.g. made any claim) or the Period of Insurance has not ended.

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention by phone by calling 0800 255 426 or by advising **Us** in writing. Send written confirmation to: Petcover New Zealand Limited, PO Box 112250, Penrose Auckland 1642 or email to info.nz@petcovergroup.com

We may deduct from Your refund amount any government taxes or duties We cannot recover.

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to 'General **Conditions**'. Cancellation on pages 28 and 29 for full details).

#### How do I make a claim?

We will not guarantee on the phone if We cover a claim under the Policy. You must send Us a claim form that has been properly filled in. We will then write to You with Our decision.

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

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

You can notify Us of a claim and obtain a claim form by calling 0800 255 426 or emailing <a href="mailto:claims.nz@petcovergroup.com">claims.nz@petcovergroup.com</a>. Alternatively, if You already have a claim form or have downloaded a claim form from Our Website at <a href="mailto:petcovergroup.com/nz">petcovergroup.com/nz</a>. claims. You can notify Us by sending the completed claim form to: Petcover Claims Centre, PO Box 112250, Penrose, Auckland 1642.

# **Updating this PDS**

We may need to update this Product Disclosure Statement from time to time if certain changes occur where required and permitted by law. We will issue You with a new Product Disclosure Statement or a Supplementary Product Disclosure Statement or other compliant documents to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue **You** with notice of this information in other forms or keep an internal record of such changes (**You** can get a paper copy free of charge by contacting **Us** using **Our** details on the back cover of this Product Disclosure Statement).

Other documents may form part of **Our** Product Disclosure Statement and the **Policy** (for example; Certificates of Insurance, Supplementary Product Disclosure Statements and/or endorsements) . If they do **We** will tell **You** in the relevant document. **We** may also issue other documents forming part of **Our** Product Disclosure Statement and the **Policy** where required or permitted by law.

# Further information and confirmation of transactions

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

### Your Pet Insurance Policy - Details

Details of **Your Pet**'s cover are outlined in the **Policy** and the **Certificate of Insurance**. There are ten (10) sections of cover but please be aware that some of the sections of cover may not be automatically provided and as such may not be included in the **Policy**. Cover under a section is only provided to **You** if

it is shown as covered on Your Certificate of Insurance.

We recommend You check Your Pet's cover and contact Us as soon as possible if this is not as expected.

These Terms and Conditions are part of Your insurance contract. The other parts are Your Certificate of Insurance, and Your written, internet or telephone application. To understand exactly what Your insurance contract covers You must read Your Certificate of Insurance, together with all other documents that make up Our contract with You.

# **Definitions**

If **We** explain what a word means, that word has the same meaning wherever it appears in the **Policy**. For ease, **You** will see that these words appear in bold throughout.

12 months	means a consecutive period of 365 days.
Accident	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All <b>Accidents</b> consequent upon or attributable to one source or original cause are treated by <b>Us</b> as one <b>Accident</b> . This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time. For the sake of clarity, the following <b>Conditions</b> are not considered <b>Accidents</b> : luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).
Acupuncture or Homeopathy	means <b>Acupuncture or Homeopathy</b> which is carried out or referred by a <b>Vet</b> .

# Age Contribution

means the additional % Excess that will apply to each and every claim once Your Pet is over a specified age. The Age Contribution is in addition to any Fixed Excess and Pet % Share. The Age Contribution Excesses and the relevant ages for which it applies are:

	Age of pet	Age Contribution Loading
Dogs	8+ years	20%
	10+ years	35%
Select Breed Dogs	4+ years	20%
	7+ years	35%
Cats	8+ years	20%
	10+ years	35%

# Alternative or Complementary Treatment

means the cost of any examination, consultation, advice, test or legally prescribed medication for the following procedures where they treat an **Illness** or **Injury**. This includes any **Veterinary Treatment** specifically needed to carry out the procedure;

- Acupuncture or Homeopathy carried out by or herbal medicine prescribed by a Member of a Veterinary Practice.
- Chiropractic Manipulation carried out by a Member of a Veterinary Practice, providing the member is a qualified animal chiropractor.
- Hydrotherapy carried out by a Member of a Veterinary Practice in a pool/water treadmill owned by the Veterinary Practice providing the member is a qualified animal HydroTherapist.
- Osteopathy carried out by a Member of a Veterinary Practice providing the member is a qualified animal Osteopath.

Agreed Countries	means any New Zealand Customs Service approved Countries from which a dog or cat can return to New Zealand from that does not require quarantine. (At the date of this document the countries specified are Australia, Cocos (Keeling) Island, Norfolk Island)
New Zealand	means Commonwealth of New Zealand.
Behaviour modification program	means a program written by an Animal Behaviourist who is a Member of a Veterinary Practice detailing specific techniques to be used and action to be taken with the aim of permanently changing Your Pet's behaviour.
Behavioural Illness	means any change to <b>Your Pet</b> 's normal behaviour, resulting from a mental or emotional disorder diagnosed by a <b>Vet</b> .
Certificate of Insurance	means the relevant <b>Certificate of Insurance We</b> issue including a renewal or variation of the <b>Policy</b> containing details of the cover provided under the <b>Policy</b> , and including any exclusions and other specific insurance details that <b>We</b> have applied to <b>Your</b> cover.
Clinical Sign(s)	means a change(s) in <b>Your Pet</b> 's normal healthy state, bodily functions or behaviour.
Condition	means any condition that causes discomfort, dysfunction, distress, including Injuries and Illness, disabilities, disorders, Clinical Signs, syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the Pet afflicted.
Chiropractic Manipulation	means <b>Chiropractic Manipulation</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal Chiropractor.
Elective Treatment, diagnostic or procedure	means a <b>Treatment</b> that is, but not limited to, desexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or elective surgery including but not limited to dew-claw removal, prescription diet foods, and any <b>Treatment</b> not related to an <b>Injury</b> , <b>Illness</b> , or trauma. <b>Elective</b> surgery or <b>Treatment</b> that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet</b> 's survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> , or any <b>Treatment</b> , diagnostic or procedure <b>You</b> request, which the <b>Vet</b> confirms is not necessary to treat an <b>Injury</b> or <b>Illness</b> is considered <b>Elective Treatment</b> .

## **Excess** means the amount(s) shown on Your Certificate of Insurance that You must pay for each unrelated Condition claim made under Your Policy. Veterinary Fees and **Alternative** Complementary Treatment Excesses may be a. the Fixed Excess only; or b. the Fixed Excess and the Optional Pet % Share Excess: An additional Age Contribution may also apply and where applicable will be shown on Your Certificate of Insurance. Separate Excesses apply for Veterinary Fees and Alternative or Complimentary Treatment which means if You claim under both benefits for the same Injury or Illness, You will pay an Excess for each benefit. Family Your Immediate means Family and. grandparents, brothers, sisters, grandsons, and/ or granddaughters including Family of step and de facto relationships. **Herbal Medicine** means Herbal Medicine prescribed by a Member of a Veterinary Practice. means the place in New Zealand where You Home usually live. Hydrotherapy means the Treatment of Injury and Illness, with, or in, water, including swimming in a pool and the use of a water treadmill which is carried out: By a Member of a Veterinary Practice providing the Hydrotherapy is carried out in a pool/water treadmill owned by the Veterinary Practice. Illness means a unhealthy state, condition, ailment, affliction, sickness, disease, disorder, defect, syndrome or abnormality that causes pain, dysfunction or distress and that is not due to an external Injury. Illness which means an Illness that: starts in the first a) Showed Clinical signs. b) Is the same as, or has the same Clinical signs or 21 days of cover diagnosis as an Illness that showed Clinical signs, c) Is caused by, relates to, or results from, a Clinical sign that first occurred, or an Illness that, showed Clinical signs, d) In the first twenty-one (21) days of: Your Pet's first Policy Year, or · Any additional section being added to Your insurance. No matter where the Illness or Clinical signs occur or happen in, or on, Your Pet's body. The twentyone (21) day Waiting Period will cease at 00.01 on the twenty- second (22nd) day of cover under this Policy. Immediate Family

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

Injury	means a physical <b>Injury</b> or trauma caused immediately, solely and directly from an <b>Accident</b> . This does not include any physical <b>Injury</b> or trauma that happens over a period of time or is of a gradual nature.
Insurer	Means Sovereign Insurance Australia.
Journey	means travel from Your Home within New Zealand or any of the Agreed Countries undertaken during the Period of Insurance for a maximum of ninety (90) days for all Journeys in the Period of Insurance. This includes the duration of Your holiday or business trip and any travel, in and between New Zealand and an Agreed Country and return Journeys to Your Home.
Market Value	means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time <b>You</b> took ownership of <b>Your Pet</b> as determined by <b>Us</b> .
Maximum Benefits	means the most <b>We</b> will pay for the relevant level of cover <b>You</b> have chosen during the <b>Period of Insurance</b> as set out in the <b>Certificate of Insurance</b> , subject to exclusions of the <b>Policy</b> and subject to the <b>Policy Aggregate</b> less the applicable <b>Excess</b> .
Member of a Veterinary Practice	means any person legally employed by a <b>Veterinary Practice</b> under a contract of employment, other than a <b>Vet</b> who may be the Insured.
Osteopathy	means <b>Osteopathy</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal Osteopath.
Our Vet	means any <b>Vet</b> appointed or engaged by <b>Us</b> to carry out <b>Treatment</b> to <b>Your Pet</b> or discuss <b>Your Pet</b> 's <b>Treatment</b> with <b>Your Vet</b> .
Optional Extra Benefit	means an additional benefit that You can elect to include in addition to the basic insurance. There are two Optional Extra Benefits in Petcover Safetynet plan: Economy: being only: a. Death from Illness. b. Death from Injury. For Optional Extra Benefits to be included You must select the Option and pay an additional premium. If applicable the Optional Extra Benefit will be shown on Your Certificate of Insurance.
Petcover®	means the Administrator of this <b>Policy</b> with <b>You</b> and who acts on behalf of the Insurer.
Pet Immigration Rules	means a system that allows <b>Pet</b> owners in New Zealand to take their pets to the <b>Agreed Countries</b> and bring them back to New Zealand without the need for quarantine.
Policy Aggregate	means the total amount payable for all Veterinary Fees and Alternative or Complementary Treatment for Injuries and/or Illnesses occurring during any one Policy Year as specified in the Certificate of Insurance.

# Policy

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

# **Policy Year**

means the time during which We give cover as shown on Your Certificate of Insurance Policy details. This is normally twelve (12) months but may be less if Your Pet has been added to, or cancelled from, Your insurance.

#### Period of Insurance

means the time during which We give cover as shown on Your Certificate of Insurance. It does not refer to any prior Period of Insurance if the Policy is a renewal of a previous Policy or any future Period of Insurance for any Policy You may renew with Us. Each Period of Insurance is treated as separate. This is normally twelve (12) months but may be less if Your Pet has been added to Your Insurance or if the Policy has been cancelled.

# Physiotherapy

means **Physiotherapy** (not including **Hydrotherapy**) carried out by a **Member of a Veterinary Practice** who is a qualified animal Physio**Therapist**.

# Pre-Existing Condition(s)

means any Condition(s) or  $symptom(s), \, sign(s)$  or Clinical Sign(s) of that Condition, Injury or

Illness occurring or existing in any form that;

- a) Has happened or first showed Clinical Signs;
- b) Has the same diagnosis or Clinical Signs as an **Injury**, **Illness** or Clinical Sign **Your Pet** had; or,
- c) Is caused by, relates to, or results from, an **Injury**, **Illness** or Clinical Sign **Your Pet** had

Occurring or existing:

- · Before Your Pet's cover started, or prior to the
- Policy commencement date;
- During the 21 day Waiting Period; or

Before the section was added to **Your** insurance. This applies no matter where the **Injury**, **Illness** or Clinical Sign(s) occurred or happen in, or on, **Your** Pet's body. This is regardless of whether or not **We** place any exclusion(s) for the **Injury/Illness**.

For the avoidance of doubt when referring to Pre-Existing Conditions, where Your Pet has a Condition affecting a part of its body of which it has two, including, but not limited to eyes, ears, patella's (knees), cruciate ligaments, both instances of the Condition will be excluded from cover if both parts of the Pet's body were affected by the Condition before Your Pet's cover started, or prior to the Policy commencement date.

Routine Treatment or Preventative	means care or <b>Treatment</b> such as check-ups and procedures that are designed to prevent future <b>Illnesses</b> from occurring rather than treating existing <b>Illnesses</b> . These include, but are not limited to annual physical examinations and check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention.
Select Breed(s)	means Bandog, Bavarian Mountain Hound, Bergamasco Shepherd Dog, Briard, Blood Hound, Boerboel, Beauceron, Bernese Mountain Dog, Bracco, All Bulldogs (i.e. English, American, Australian, Miniature, etc.), Bull Arab, Deerhound, Dogue de Bordeaux, Entlebucher Mountain Dog, Estrela Mountain Dog, Grand Blue De Gascoigne, Great Dane, Greater Swiss Mountain Dog, Hamiltonstovare, Hungarian Kuvasz, Irish Wolfhound, Komondor, Maremma Sheepdog, SLeonberger, All Mastiff Breeds, Newfoundland, Old English Sheepdog, Polish Lowland Sheepdog, Pyrenean Mountain Dog, Rottweiler, Russian Black Terrier, Shar Pei, St Bernard or any crosses of these breeds. (We may modify this list from time to time).  Please refer to the 'Select Breed' section on Your Certificate of Insurance to find out if Your Pet is
	a Select Breed.
Therapist	a Select Breed.  means a Certified Clinical Animal Behaviourist who is a Member of a Veterinary Practice.
Travel Documents	means a Certified Clinical Animal Behaviourist
Travel	means a Certified Clinical Animal Behaviourist who is a Member of a Veterinary Practice.  means the Pet's import permit issued by New Zealand Customs Service, any vaccination certificates and/or certificate for Treatment against parasites issued for Your Pet under the Regulations
Travel Documents	means a Certified Clinical Animal Behaviourist who is a Member of a Veterinary Practice.  means the Pet's import permit issued by New Zealand Customs Service, any vaccination certificates and/or certificate for Treatment against parasites issued for Your Pet under the Regulations for taking a Pet to New Zealand  means Veterinary Treatment or Alternative or
Travel Documents  Treatment  Treatment of a Behavioural	means a Certified Clinical Animal Behaviourist who is a Member of a Veterinary Practice.  means the Pet's import permit issued by New Zealand Customs Service, any vaccination certificates and/or certificate for Treatment against parasites issued for Your Pet under the Regulations for taking a Pet to New Zealand.  means Veterinary Treatment or Alternative or Complementary Treatment.  means the Treatment, by Therapist who is a Member of a Veterinary Practice, of a change(s) to Your Pet's normal behaviour that is caused by a mental or emotional disorder which could not have been prevented by training and/or spaying/
Travel Documents  Treatment  Treatment of a Behavioural Illness	means a Certified Clinical Animal Behaviourist who is a Member of a Veterinary Practice.  means the Pet's import permit issued by New Zealand Customs Service, any vaccination certificates and/or certificate for Treatment against parasites issued for Your Pet under the Regulations for taking a Pet to New Zealand.  means Veterinary Treatment or Alternative or Complementary Treatment.  means the Treatment, by Therapist who is a Member of a Veterinary Practice, of a change(s) to Your Pet's normal behaviour that is caused by a mental or emotional disorder which could not have been prevented by training and/or spaying/castration.  means a registered Veterinarian, Specialist Veterinarian, Veterinary Practice, clinic, hospital, center including referral hospitals, licensed to practice in New Zealand, other than a Vet who may

Veterinary Treatment	means the cost of the following when required to treat an Illness or Injury,  any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a Vet, a Veterinary Nurse or another Member of the Veterinary Practice under the supervision of a Vet, and  Any medication legally prescribed by a Vet  Physiotherapy and Treatment of a Behavioural Illness  Not otherwise excluded under this Policy.
Waiting Period	means a <b>Period</b> of twenty-one (21) days starting from the commencement date of the <b>Policy</b> (excluding renewals) as shown on <b>Your Certificate of Insurance</b> of the initial <b>Period of Insurance</b> , during which an <b>Illness</b> or <b>Condition</b> that first occurs or shows <b>Clinical Signs</b> will be excluded from Cover unless otherwise stated on <b>Your Certificate of Insurance</b> . The twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22 <sup>nd</sup> ) day of cover.
We, Us, Our	means Petcover New Zealand Limited acting on behalf of Sovereign Insurance Australia, the <b>Insurer</b> of the <b>Policy</b> .
You, Your	means the person(s) named as the insured on the Certificate of Insurance.
Your Pet	means the dog or cat named on the Certificate of Insurance.

# **General Conditions**

# Conditions of the Policy

You must comply with the General Conditions and Special Conditions of the Policy to have the full protection of the Policy. If You do not, and the condition You have not complied with relates to a claim, We may refuse or reduce the amount We pay under the claim.

# Caring for Your Pet (Dental, Vaccinations)

Throughout the **Period of Insurance You** must take all reasonable steps to maintain **Your Pet's** health and to prevent **Injury**, **Illness** and loss.

- a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reason able steps are, the details will be referred to an independent animal welfare body or an independent Vet mutually agreed upon.
- b. You must arrange and pay for Your Pet to have a yearly dental examination and to receive any oral Treatment normally recommended by a Vet to prevent Illness or Injury. Any Treatment recommended as a result of the dental examination must be carried out as soon as possible. If You do not comply with this obligation then any claims which relate to dental We may refuse or reduce the amount We pay under the claim for dental Treatment, to the extent that Your non-compliance caused or contributed to the loss or damage.
- c. You must keep Your Pet vaccinated against the following Conditions:

Dogs – Distemper, hepatitis, parvovirus, kennel cough and leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination) and any other vaccination recommended to **You** by a Vet.

Cats – Feline infectious enteritis, feline leukemia and cat flu and any other vaccination recommended to **You** by a Vet.

If You do not keep Your Pet vaccinated, We may refuse or reduce the amount We pay under the claim that result from any of the above Illnesses to the extent that the unvaccinated Illnesses caused or contributed to the loss or damage.

d. You must take reasonable steps for a Vet to examine and treat Your Pet as soon as possible after it shows Clinical signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. If You do not follow the Vet's advice We may refuse or reduce the amount We pay relating to that Injury or Illness. And if We decide, You must also take Your Pet to Our Vet.

If You do not keep Your Pet vaccinated, We may refuse or reduce the amount We pay under the claim that result from any of the above Illnesses. And if We decide, You must also take Your Pet to a mutually agreed upon independent Vet.

# Claims Pre-Authorisation

We do not provide pre-claim authorisation, nor guarantee that We will pay a claim prior to the completed claim being submitted. We will assess Your claim when submitted and contact You with Our decision. See page 44 of this Policy for details on how to make a claim.

Vet Information, Other Insurance	When You make a claim You agree to give $\bf Us$ any information $\bf We$ may reasonably ask for.
Legal rights against others	<ul> <li>a. If there is any other insurance under which You are entitled to make a claim You must report the incident to that insurance company and tell Us their name and address and Your Policy and claim number with them. To the extent permitted by law, We will only pay Our share of the claim.</li> <li>b. If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our expense. You must provide all reasonable assistance to Us and provide any documents We ask for.</li> </ul>
Claims - Paid Direct to Vet	If <b>We</b> agree for a claim payment to be paid directly to <b>Your Vet</b> and <b>You</b> allow this, then if the Vet, who has treated <b>Your Pet</b> or is about to treat <b>Your Pet</b> , asks for information about <b>Your</b> insurance that relates to a claim, <b>We</b> will tell the <b>Vet</b> what the insurance covers, what <b>We</b> will not pay for, how the amount <b>We</b> pay is calculated and if the premiums are paid to date.
Claims - Vet Fee Charges	If the Veterinary Fees You are charged are higher than the Veterinary Fees normally charged by a general or referral practice, We reserve the right to request a second opinion from an independent Vet as to whether the fees are reasonable. If the independent Vet does not agree that the Veterinary Fees charged are reasonable We may decide, for future claims, to pay only the Veterinary Fees usually charged by a general or referral practice in a similar area as determined by an independent Vet.
Claims – Over Treatment	If We consider the Veterinary Treatment or Alternative or Complementary Treatment Your Pet receives may not be required, or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from an independent Vet. If the independent Vet does not agree that the Veterinary Treatment or Alternative or Complementary Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by the independent Vet from whom We have requested the second opinion.
Claims – Veterinary information	You agree that any Vet or Therapist has Your permission to release any reasonable information We ask for about Your Pet. If the Vet or Therapist makes a charge for this, You must pay the charge.
Claims – Settlement	When <b>We</b> settle <b>Your</b> claim, <b>We</b> reserve the right to deduct from the claim amount, any amount due to <b>Us</b> .
Cancelling Your Policy	You can cancel Your Policy by calling Us at 0800 255 426 or writing to Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date.

# Cancellation rights

- a. In addition to Your cooling off rights detailed earlier, You may cancel the Policy at any time by notifying Us.
- b. Cancellation by You will be effective from 16:00 (4:00pm) NZST on the day We receive Your notice of cancellation.
- c. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel:
  - If You failed to comply with Your Duty of Disclosure; or
  - ii. Where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or
  - iii. Where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
  - iv. Where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, and We may do so by giving You three days' notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.
- d. Cancellation by Us will be effective from the later of 16:00 (4:00pm) NZST on the third business day after the day it is given to You or such other date specified in the cancellation notice.
- e. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk and any government taxes or duties We cannot recover.
- f. For the avoidance of doubt, if the Policy is cancelled or comes to an end for any reason all cover for Your Pet will stop on the date and time the cancellation becomes effective and no further claims will be paid.

# Paying Your premium

- a. If You pay by monthly instalments and You do not pay an instalment on time, We will let You know and We will try to deduct the overdue amount along with Your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that You pay Your instalments on time. If You can't, You should get in touch with Us immediately.
- b. If the Policy is cancelled by Us because You have not paid the premium We may agree to reinstate the Policy if You pay all premiums due.
- When We settle Your claim, We will deduct from the claim, any amount due to Us.

# Renewing Your Policy

If You pay Your premium by Direct Debit instalment or Credit Card, when the Policy is due for renewal and We have agreed to renew the Policy, We will renew it for You automatically, to save You the worry of remembering to contact Us before the renewal date. We will write to You at least fourteen (14) days before the Policy expires with full details of Your premium and terms upon which renewal will be offered for a further Period of Insurance. If You do not want to renew the Policy just let Us know.

It is important that **You** check the terms of any renewal offer to satisfy **Your**self that the details are correct. In particular, check the sum insured amounts and **Excess(es)** applicable and ensure that the levels of cover are appropriate for **You**.

At each renewal, **We** ask **You** to notify **Us** of certain information. The information **We** require from **You** will be stated in **Your** renewal documentation. It is important that **You** provide **Us** with full and accurate information as this could affect a future claim. Please note that **You** need to comply with **Your Duty of Disclosure** before each renewal (see above).

We have the right not to invite renewal and We will notify You in writing of any such action.

# Changes at renewal

This document also applies for any offer of renewal **We** may make, unless **We** tell **You** otherwise.

If We offer renewal We may:

- Change the premium, Excesses and Policy Terms and Conditions.
- Place exclusions because of previous claims made by You and Your Pet's Veterinary history.
- Limit or withdraw Third Party Liability cover based on a review of Your Pet's behaviour. For example, any aggressive tendencies shown or any incidents where Your Pet has caused Injury to a person or another animal.

# Changes during the Period of Insurance

Changes will only be made to the **Policy** at renewal, **We** will not change the cover **We** provide for **Your Pet** during the **Period of Insurance**, unless:

- · You decide to change Your Pet's cover.
  - You did not tell Us about something when We previously asked.
  - You provided Us with inaccurate information when previously asked, regardless of whether or not You thought it was accurate at the time.

If You transfer Your Pet to a plan with additional or higher benefit limits, the additional or higher benefits will not apply if the Condition being claimed for first occurred prior to the change in the level of cover.

# Exclusions applicable to Your Pet

Any Injury/Illness which occurred before Your Pet's cover started is a Pre-Existing Condition and something which will never be covered by Your insurance. This is regardless of whether We place an exclusion for the Injury/Illness or not.

- Any Illness which starts in the first twentyone (21) days of cover (Waiting Period). The twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22<sup>nd</sup>) day of cover.
- In addition to the exclusions set out in these Terms and Conditions, the Policy does not cover any amount that results from an Injury, Illness or incident which is shown as excluded on Your Certificate of Insurance.
- If, after We have offered a further Period of Insurance, You make a claim that relates to a Period of Insurance before the one We have offered, We may, based on the details of the claim, place exclusions backdated to the start of the further Period of Insurance.

# **Policy Limits**

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

# **Travel Cover**

Some sections of **Your Policy** provide cover whilst **Your Pet** is on a **Journey**.

a. This type of cover is limited to the Agreed Countries for a maximum of ninety (90) days in each Period of Insurance. While Your Pet is outside New Zealand You must follow the Conditions of the New Zealand Pet Import Regulations:

> Ministry for Primary Industries Regulation & Assurance Animal Imports

PO Box 2526 Wellington 6140

Email: animalimports@mpi.govt.nz

 You agree to pay translation costs for any claim documentation not written in English.

# Jurisdiction

- New Zealand law applies to this insurance contract.
- Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.

#### Your Residence

- a. Your Pet must live in New Zealand.
- b. If Your address, or the address of Your Pet, changes You must advise Us as soon as possible as this may affect the insurance cover provided.

#### False information

If You have intentionally provided false information or make a false or exaggerated claim, or any claim involving Your dishonesty, We may cancel or Void this Policy and We may decline further claims and their associated payments under the Policy.

Fraudulent Claims	If You submit a fraudulent claim, or solicit Your Vet to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and We may cancel the Policy. We may also be entitled to reclaim any payments already made to You in respect to such claims.
Lost Pets	If Your Pet is lost or missing when You first take the Policy, the cover under the Policy will not start until You are reunited with Your Pet and any incident, Injury or Illness which occurs before You are reunited will not be covered by the Policy.
Your Rights	The <b>Policy</b> is subject to any rights and remedies You have under <b>New Zealand</b> Legislation.

# Cover

At Petcover, We are proud of the insurance cover We provide for pets – in fact, every Pet deserves Petcover. In return for the payment of Your premium, We will provide cover in the following sections if they are shown on Your Certificate of Insurance. The cover applies within New Zealand and any of the Agreed Countries for a maximum of ninety (90) days for all Journeys undertaken during the Period of Insurance. This includes the duration of Your holiday or business trip and any travel, in and between Agreed Countries and return Journeys to Your Home. The cover You have chosen and the applicable Maximum Benefits and Excesses will be shown on Your Certificate of Insurance.

# Section 1a - Veterinary Fees

Cover under this section applies in **New Zealand** and **Agreed Countries** only.

# We will pay:

We will pay the cost of Veterinary Fees incurred for the Veterinary Treatment Your Pet has received to treat an Injury and/or Illness during the Period of Insurance.

When referred and endorsed by Your Vet, this section also covers the cost of Physiotherapy to treat an Injury and/or Illness and the Treatment of a Behavioural Illness.

Illness and Injury is covered for:

- Twelve (12) months, starting from the date during the Policy Year the Injury happened or the Clinical Signs of the Illness first occurred, or
- · Until the Maximum Benefit is reached, whichever happens first.

# You must pay:

You must pay the Excess shown on Your Certificate of Insurance for each Illness or Injury that is treated during the Period of Insurance and is not related to any other Illness or Injury treated during the same Period of Insurance.

# **Section 1b – Alternative or Complementary Treatment**

Cover under this section applies in New Zealand only

### We will pay:

We will pay when referred and endorsed by Your Vet, the cost of any examination, consultation, advice, test and legally prescribed medication for the following

when it is deemed necessary by Your Vet to treat an Injury and/or Illness:

- Acupuncture
- Homeopathy
- Herbal Medicine
- Chiropractic manipulation
- Osteopathy
- Hydrotherapy

For up to ten (10) sessions in total per **Period of Insurance**. **Illness** and **Injury** is covered for:

- Twelve (12) months, starting from the date during the Policy Year the Injury happened or the Clinical Signs of the Illness first occurred, or
- Until the Maximum Benefit is reached, whichever happens first.

Any amounts paid under Section 1B are part of Section 1A, **Veterinary** Fees Policy Aggregate.

#### You must pay:

You must pay the Excess shown on Your Certificate of Insurance for each Illness or Injury that is treated during the Period of Insurance and is not related to any other Illness or Injury treated during the same Period of Insurance.

# We will not pay under Section 1A or 1B:

(applying to Veterinary Fees and Alternative or Complementary Treatment)

- More than the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- 2. The cost of any Treatment for a Pre-Existing Condition.
- The cost of any Treatment for an Illness which starts in the first 21 days of cover.
- 4. To the extent permitted by law, costs of any Treatment for:
  - a) an Injury that happened or an Illness that first showed Clinical Signs before Your Pet's cover started; or,
  - an Injury or Illness that is the same as, or has the same diagnosis or Clinical Sign as an Injury, Illness or Clinical Sign Your Pet had before its cover started; or,
  - an Injury or Illness that is caused by, relates to or results from an Injury, Illness or Clinical Signs Your Pet had before its cover started, no matter where the Injury, Illness or Clinical Signs occurred or happened in, or on Your Pet's body.
- 5. To the extent permitted by law, for the costs of any Treatment of:
  - a) an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting; or,
  - b) an Illness which is the same as, or has the same diagnosis or Clinical Signs as an Illness that first showed Clinical Signs within twentyone 21 days of Your Pet's cover starting; or,
  - c) an Injury or Illness that is caused by, relates to or results from a Clinical Sign(s) that first occurred, or an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical Signs occurred or happened in, or on Your Pet's body.
- For the cost of any Treatment Your Pet receives more than twelve (12)
  months after the date the Injury happened or the Illness first showed
  Clinical Signs.
- 7. For the cost of any Treatment resulting from an Injury or Illness, if the Clinical Signs are the same as the Clinical Signs of an Injury which happened or Illness which first showed Clinical Signs more than twelve (12) months before.

- For the cost of any medicines or materials prescribed or supplied to be used more than twelve (12) months after the date the Injury happened or the Illness first showed Clinical Signs.
- For the cost of any Treatment to prevent an Injury or Illness.
- 10. The cost of any Elective, Routine or Preventative Treatment, diagnostics or procedure, or any Treatment that You choose to have carried out that is not directly related to an Injury or Illness, including any complications that arise.
- 11. The cost of any Treatment, or complications arising from Treatment, that You choose to have carried out that is not directly related to an Injury or Illness, including cosmetic dentistry.
- 12. For the cost of killing and controlling fleas, general health improvers and any **Treatment** in connection with breeding, pregnancy or giving birth.
- 13. For the cost of any vaccinations, spaying and castration other than the cost of treating any complications arising from these procedures.
- 14. For the costs of having Your Pet:
  - a) Put to sleep, including any Veterinary consultation/visit or prescribed medication specifically needed to carry out this procedure, or
  - b) Cremated, buried or otherwise disposed of.
- 15. For the cost of a post mortem examination, voluntary euthanasia.
- 16. The cost of a house call unless the Vet or Therapist confirms that Your Pet is suffering from a serious Injury or Illness and that moving Your Pet would either endanger its life or significantly worsen the serious Injury/ Illness, regardless of Your personal circumstances.
- 17. For the extra costs for treating Your Pet outside usual surgery hours; unless the Vet or Therapist confirms an emergency consultation is essential, regardless of Your personal circumstances.
- 18. The cost of periodontics, dental check-ups, Comprehensive Oral Health Assessment and Treatment (COHAT), dental x-rays, dental prophylaxis, dental scale and polish or teeth cleaning, gingival curettes, gingival hyperplasia, removal of plaque or calculus or periodontal surgery.
- 19. The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 20. Any cost relating to orthodontics, malocclusion, wry bite, supernumerary teeth, reverse scissor bite, posterior cross bite, anterior crossbite, overbite, brachygnathia, open bite or level bite.
- 21. Any cost of Treatment for dental disease if an annual dental examination recommended by a Vet has not been undertaken within the twelve (12) months preceding the problem requiring Treatment a Vet recommended resulting from the examination that had not been carried out. Evidence will need to be provided to Us if Your Vet has carried out an annual dental examination.
- 22. Any costs of Treatment throughout the lifetime of Your Pet for Brachycephalic Obstructive Airway syndrome (BOAS), Brachycephalic Gastrointestinal Syndrome (BGS), nasal fold surgery, skin fold surgery, stenotic nares and soft palate resection, enlarged tongue (macroglossa), or everted laryngeal saccules, that occurs or shows Clinical Signs within the first twelve (12) months of commencement of Your Insurance, inclusive of the Waiting Period and any free cover Policy or prior to the commencement of the Your Insurance. This applies regardless of whether or not We place any exclusions on Your Certificate of Insurance.
- 23. The cost of the following procedures; experimental Treatments, or therapies; prosthetics or orthopedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, cold laser Treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), any drugs not used in accordance with the manufacturers recommendations.
- 24. Any costs for Alternative or Complementary Treatments or veterinary Treatment that does not improve the health or wellbeing of Your Pet.
- 25. Any prolonged course of veterinary medicines, Alternative or Complementary Treatments for more than three (3) months if there is a veterinary operation that is recommended by a Vet that would improve or cure the Condition unless agreed by Us. The maximum payment will be limited to the equivalent cost of the operation.
- 26. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 27. Any medicines that have not been approved by the Ministry of Primary Industry (MPI) or where there is no evidence to support the usage of this medicine for a Condition.

- 28. The cost of any medication or drug course to treat a Condition that is for more than four (4) weeks at a time. We may consider a longer period of time providing Your Vet has submitted a full Treatment plan to Us for review prior to the Treatment being carried out.
- 29. The cost of any ongoing Treatment that will require more than six (6) visits, without a letter from Your Vet setting out a Treatment plan for permanent cure of the Condition.
- Any bulk purchase of medicines that cannot be used in full by the end of the current Policy period.
- 31. Any claim where the full medical history is not provided when requested
- 32. For the cost of any additional Veterinary attention required because You are unable to administer medication or Treatment due to Your Pet's behaviour or Your personal circumstances.
- 33. For the cost of hospitalisation and any associated Treatment, unless the Vet or Therapist confirms Your Pet must be hospitalised for essential Treatment, regardless of Your personal circumstances.
- 34. For any costs resulting from an Injury or Illness that are excluded under the Policy.
- 35. The cost of, bathing, grooming, clipping or de-matting Your Pet, other than bathing when a substance is being used which, according to manufacturer's guidelines, can only be administered by a Member of a Veterinary Practice, regardless of Your personal circumstances.
- 36. For any costs for treating an Illness or Injury after the last day of the Period of Insurance, unless a further Period of Insurance has been entered into by You and Us in which case the costs may be paid under the new Policy entered into with You.
- 37. For the cost of treating any Injury or Illness deliberately caused by You or anyone living with You or, while on a Journey, anyone travelling with You.
- 38. For the cost of dental Treatment unless Your Pet had a dental examination carried out by a Vet in the twelve (12) months before the Clinical Signs of the Injury or Illness giving rise to the claim were first noted. If any Treatment was recommended as a result of the check, this must have been carried out.
- 39. For the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.
- 40. For the cost of any **Treatment** while on a **Journey** if a **Vet** believes it can be delayed until **Your Pet** returns **Home**.
- 41. For the cost of any **Treatment** if the **Journey** was made to get **Treatment** outside of New Zealand.
- 42. For the cost of hiring a swimming pool, **Hydrotherapy** pool or any other pool or **Hydrotherapy** equipment.
- 43. For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 44. For the cost of any surgical items that can be used more than once.
- 45. For the cost of any **Treatment** if a claim has not been submitted within one year of **Your Pet** receiving **Treatment**, **We** may refuse or reduce the amount **We** pay to the extent that **We** are prejudiced by the late notification of the claim.
- 46. In relation to any pandemic disease that causes widespread Illness, death or destruction affecting dogs and cats.
- 47. For the cost of **Treatment** for a **Behavioural Illness** if **Your Pet**'s behaviour is caused by **You** failing to provide training.

### Please also read:

- 1. We will not pay under Section 1A applying to Veterinary Fees only
- We will not pay under Section 1B applying to Alternative or Complementary Treatment only and
- Special Conditions applying to Veterinary Fees and Alternative or Complementary Treatment.

# We will not pay under Section 1A (applying to Veterinary Fees only):

- More than the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- 2. For the cost of any food, including food prescribed by a Vet, unless it is:
  - a) Used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months. A diagnostic test must be carried out to confirm the presence of the stones/crystals.

- b) Liquid food, used for up to five (5) days while Your Pet is hospitalised at a Veterinary Practice, providing the Vet confirms the use of the I liquid food is essential to keep Your Pet alive.
- For the cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured Behaviour modification program, and then limited to a maximum period of six (6) months.
- The cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.
- The cost of spaying and castration for the Treatment of a Behavioural Illness.
- 6. For the cost of spaying (including spaying following a false pregnancy) or castration, unless:
  - The procedure is carried out when **Your Pet** is suffering from an Injury or Illness for which cover is provided under section 1A and it is essential to treat the Injury or Illness, or
  - The costs claimed are for the **Treatment** of complications arising from this procedure.
- 7. For the cost of any Treatment in connection with a retained testicle(s) if Your Pet was over the age of twelve (12) weeks when cover started.
- For the cost of any Treatment in connection with false pregnancy if Your Pet has received Veterinary Treatment for a false pregnancy previously.
- For the cost of Hydrotherapy, Acupuncture, Homeopathy, Chiropractic Manipulation, Osteopathy or any other Alternative or Complementary Treatment. This includes any Veterinary Treatment specifically needed to carry out the particular Alternative or Complementary Treatment.
- 10. For the cost of a post-mortem examination.
- 11. For the cost of any prosthesis, including any Veterinary Treatment needed to fit the prosthesis, other than hip, knee and/or elbow replacement(s).
- 12. The cost of any Treatment while on a Journey if:
  - a) A Vet believes the Treatment can be delayed until Your Pet returns Home, or
  - b) The Journey was made to get Treatment overseas.

## We will not pay under Section 1B (applying to Alternative or **Complementary Treatment only):**

- More than the Maximum Benefit for Alternative or Complementary Treatment Maximum Benefit for Injury and Illness or which will result in the Maximum Benefit being exceeded, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- The cost of any food, including food prescribed by a Vet.
- The cost of more than ten (10) sessions in total for the Treatment of an Injury, Illness or Behavioural Illness of Acupuncture, Chiropractic Manipulation, Osteopathy, Hydrotherapy.

## Special Conditions applying to Veterinary Fees Sections 1A, and Alternative or Complementary Treatment Sections 1B:

- The maximum amount We will pay for the cost of Treatment for Injury and or Illness is the Maximum Benefit that applies on the date the Injury happened or the date the Clinical Signs of the Illness first occurred, provided the relevant date falls within the Period of Insurance, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- The period of twelve (12) months and the Maximum Benefit will always start or be calculated from the date in the Policy year:
  - a) the Injury first happened after Your Pet's cover started, or the first Clinical Sign of the Illness or Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period, or
  - b) An Illness with the same diagnosis or Clinical Signs first occurred.
- No matter how many times the same Injury, Illness or Clinical Signs occur or happen in, or on, any part of Your Pet's body.
- If a number of Injuries, Illnesses or Clinical Signs are:
  - a) Diagnosed as one Injury or Illness, or
  - b) Caused by, relate to, or result from, another Injury, Illness, or Clinical Sign.

One period of twelve (12) months or one Maximum Benefit will apply to the Treatment received for all the Injuries, Illnesses or Clinical Signs.

In this case the period of twelve (12) months and the Maximum Benefit will start or be calculated from the first date in the **Period of Insurance**;

- Any of the Clinical Signs or any of the Illnesses occurred, after the conclusion of the twenty-one (21) day Waiting Period: or
- Any of the Injuries happened, after Your Pet's cover started.
- After We have paid the cost of Treatment for twelve (12) months or the Maximum Benefit for an Injury, Illness, or Clinical Sign(s), We will not pay the cost of any more Treatment for:
  - a) The same **Injury** or **Illness**,
  - b) The same Clinical Sign(s),
  - c) An **Injury** or **Illness** with the same diagnosis or **Clinical Sign(s)** as the **Illness** or **Clinical Sign(s)** We have paid the limit for, or
  - d) An **Injury** or **Illness** that is caused by, relates to, or results from, an **Injury**, **Illness** or **Clinical Sign** that **We** have paid the limit for.
  - e) No matter where the **Injury**, **Illness** or **Clinical Sign(s)** occur or happen in, or on, any part of **Your Pet**'s body.
- If We receive a request to pay the claim settlement direct to a Veterinary Practice, We reserve the right to decline this request.
- We may refer Your Pet's case history to Our Vet and if We reasonably request, You must arrange for Your Pet to be examined by Our Vet.
- 7. If You decide to take Your Pet to a different Vet or Therapist for a second opinion because You are unhappy with the diagnosis or Treatment provided, You must tell Us before You arrange an appointment with the new Vet or Therapist. If You do not, We will not pay any costs relating to the second opinion. If We request, You must use a independent Vet or Therapist We agree on, providing it is reasonable to do so. If We decide the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.
- 8. It is **Your** responsibility to ensure the **Veterinary Practice** or **Therapist** is paid within the required time frame:
  - If an additional charge is added to the cost of Treatment due to the late payment of fees, We will deduct this charge from the claim settlement
- 9. We will require fully itemised invoices.

# Section 2 - Death from Injury

Cover under this section applies in New Zealand only.

\*\*This section is optional and only applies if it is shown as covered on **Your** Certificate of Insurance.

\*\*\*This Optional Extra Benefit applies until **Your** Pet reaches the age of eight (8) or five (5) for a Select Breed.

### We will pay:

We will pay the price You paid for Your Pet, up to the Maximum Benefit, if it either dies or has to be put to sleep by a Vet during the Period of Insurance as a result of an Injury caused by an Accident.

If You have no formal proof of how much You paid for Your Pet, We will pay the Market Value or purchase price, whichever is less. If You did not pay for Your Pet We will pay the Market Value.

#### You must pay:

The Excess shown on Your Certificate of Insurance.

# Section 3 - Death from Illness

Cover under this section applies in New Zealand only

\*\*This section is optional and only applies if it is shown as covered on Your Certificate of Insurance.

\*\*\*This Optional Extra Benefit applies until Your Pet reaches the age of eight (8) or five (5) for a Select Breed.

#### We will pay:

The price You paid for Your Pet, up to the Maximum Benefit, if it either dies or has to be put to sleep by a Vet during the Period of Insurance as a result of an Illness.

If You have no formal proof of how much You paid for Your Pet, We will pay

the Market Value or purchase price, whichever is less. If You did not pay for Your Pet We will pay the Market Value.

You must pay:

The Excess shown on Your Certificate of Insurance.

# We will not pay under Sections 2 or 3 (applying to Death from Injury and Death from Illness):

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded?
- To the extent permitted by law, if the death results from an Injury or Illness that happened prior to the Period of Insurance.
- To the extent permitted by law, if Your Pet's death results from a Pre-Existing Condition.
- To the extent permitted by law, if Your Pet's death results from an Illness which starts in the first twenty-one (21) days of cover.
- Any amount unless Your Vet confirms it was not humane to keep Your Pet alive because it was suffering from an Injury that could not be treated or an incurable Illness.
- Any amount if Your Pet dies or is put to sleep more than twelve (12) months
  after the date during the Period of Insurance the Injury happened or the
  Illness first showed Clinical Signs.
- 7. Any amount if the death is caused by, relates to or results from an Injury or Illness, if the Clinical Signs are the same as the Clinical Signs of an Injury which happened or an Illness which first showed Clinical Signs more than twelve (12) months before Your Pet's death, no matter where the Injury, Illness or Clinical Sign(s) occurred or happen in or on Your Pet's body.
- 8. Any amount if the death results from breeding, pregnancy or giving birth.
- Any amount if the death results from an Illness or disease in any Select Breed aged five (5) years or over or any other Pet aged eight (8) years or over.
- 10. Any amount if a claim has not been submitted within one year of Your Pet's death, to the extent that We are prejudiced by the late notification of the claim.
- 11. Any amount if the death results from an Injury or Illness specified as excluded on Your Certificate of Insurance or generally not covered within these terms and Conditions.

# Special Conditions applying to Sections 2 or 3, Death from Injury and Death from Illness:

- Unless otherwise specified in the Policy the calculation of the period of twelve (12) months and the Maximum Benefit will always start or be calculated from the date in the Policy Year:
  - a) The Injury first happened after Your Pet's cover started, or the first Clinical Signs of the Illness or Condition occurring or existing in any form, after the conclusion of the twenty-one (21) day Waiting Period or
  - b) An Illness with the same diagnosis or Clinical Signs as the Illness or Clinical Signs that caused Your Pet to be put to sleep or caused its death first occurred.
  - c) No matter how many times the same Injury, Illness or Clinical Signs occur or happen in, or on, any part of Your Pet's body.
- 2. If a number of Injuries, Illnesses or Clinical Signs are:
  - a) Diagnosed as one Injury or Illness, or
  - b) caused by, relate to, or result from, another Injury, Illness, or Clinical Sign,

The period of **twelve (12) months** and the **Maximum Benefit** will start or be calculated from the first date in the **Period of Insurance**:

- Any of the Clinical Signs or any of the Illnesses first occurred, or
- Any of the Injuries happened.

When lodging a claim under Section 2 or Section 3, please send Us:

- 1. A death certificate from Your Vet.
- The Pets original Pedigree Certificate and receipt from when You bought Your Pet, where applicable, and
- Your claim form.
  - We will not pay for the provision of this information.

# Section 4 - Theft or Straying

Cover under this section applies in New Zealand only.

### We will pay:

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

## You must pay:

The Excess shown on Your Certificate of Insurance.

## We will not pay under Section 4 (applying to Theft or Straying):

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- Any amount if You or the person looking after Your Pet has freely parted with it, even if tricked into doing so, unless anyone was looking after or transporting Your Pet in return for money, goods or services.
- Any amount if a claim has not been submitted within one year of Your Pet being stolen or going missing, to the extent that We are prejudiced by the late notification of the claim.

# Section 5 – Advertising and Reward

Cover under this section applies in New Zealand and the Agreed Countries

### We will pay:

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

- 1. The cost of advertising, and
- The reward You advertised and paid, with Our prior agreement to get Your Pet back.
- If Your Pet is stolen or goes missing during Your Journey, We will also pay the cost of Your accommodation to stay and look for Your Pet if it has not been found or returned by the scheduled last date of Your Journey.

### We will not pay under Section 5 (applying to Advertising and Reward):

- Any amount which exceeds the Maximum Benefit for all incidents covered under the relevant section or which will result in the Maximum Benefit being exceeded or all incidents during the Period of Insurance.
- More than \$100 towards sundries to make Your own posters and advertising material.
- 3. For any reward that  $\mathbf{We}$  have not agreed to before  $\mathbf{You}$  advertised it.
- For any reward not supported by a signed receipt giving the full name, address and telephone number of the person who found Your Pet.
- 5. For any reward paid to:
  - a member of Your Family or any person living with You or employed by You, including any person travelling with You during Your Journey.
  - the person who was caring for Your Pet when it was lost or stolen.
  - the person who stole Your Pet or any person who is in collusion with the person who stole Your Pet.
- Any amount if a claim has not been submitted within one year of Your Pet going missing, to the extent that We are prejudiced by the late notification of the claim.
- 7. If Your Pet is stolen or goes missing during Your Journey:
  - More than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
  - Any amount if the cost of accommodation is at a property owned by You or Your Family.
- Any amount unless You can demonstrate that the theft or loss was reported to the police or the shipping, or aircraft operator if the loss or theft happened while You Were travelling with them.

# Special Conditions – applying to Theft or Straying and Advertising and Reward as set out below:

- You must immediately take all reasonable steps to find or recover Your Pet.
- 2. You must take the following steps:
  - a) As soon as reasonably possible of **You** discovering **Your** dog or cat is stolen, **You** must take all reasonable steps to tell the appropriate authority and obtain written confirmation of **Your** report. Depending on where **You** live the appropriate authority may be **Your** local Council or the police.
  - b) Tell all the **Vets** and local rescue centers within a reasonable distance of the area where **Your** dog or cat was last seen, as soon as reasonably possible of **Your Pet** going missing; and
  - c) If the claim is paid the original pedigree certificate and purchase receipt will not be returned to **You**. At **Our** discretion, and if requested to do so, **You** may reclaim the original pedigree certificate and purchase receipt.
- If Your Pet was lost or stolen while being transported by a shipping agent or aircraft, You must immediately report the loss to the operator and obtain written confirmation of Your report.

There are other actions **You** can take, which although are not requirements of this insurance, may help to improve the chances of **Your Pet** returning Home. This includes notifying all **Vets**, local rescue centers, distributing flyers, do a letterbox drop in the area **Your Pet** went missing and searching the local area; **We** are happy to share useful tips with **You** if **You** contact **Its** 

### 1. For Advertising and Reward only:

- a) The Maximum Benefit covers the cost of both advertising and the reward. The full Maximum Benefit is available for You to use for advertising but the amount You can use for a reward is limited to 50% of the Maximum Benefit.
- b) You must obtain Our approval before advertising a reward; if not, the cost of the reward will not be covered by the Policy.
- c) You must provide Us with a receipt(s) for any amount which You are claiming for. Any costs not supported by a receipt will not be covered by Section 5 of the Policy.

### 2. For Theft or Straying only:

- a) To submit a claim for Theft or Straying You must have advertised the loss of Your Pet for at least thirty (30) days and when You claim You must provide Us with evidence showing the advertising took place, the Pet's original Pedigree Certificate and purchase receipt from where You bought Your Pet, where applicable; We will not pay for this information.
- b) If **Your Pet** has not been found within thirty (30) days, please fill in a claim form and return it to **Us** as soon as possible.
- c) If the claim is paid the original pedigree certificate and purchase receipt will not be returned to You.
- d) If Your Pet is found or returns, You must repay the full amount We have paid You.
- e) If the loss or theft happened during Your Journey please also send Us the booking invoice for Your Journey or any other official documentation to show the dates of Your Journey.

# Section 6 - Third Party Liability

(This section only applies to Your dog named on the Certificate of Insurance)

Cover under this section applies in New Zealand only.

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

### We will pay:

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

- · death, bodily Injury or Illness of another person, and/or
- physical loss of or damage to property,

occurring during the **Period of Insurance** and which is caused by an **Accident** caused by **Your Pet**.

### We will pay:

Legal costs and expenses

We will also pay the legal costs and expenses You incur for a Legal Liability claim covered under this Section with Our consent for which You are legally liable, plus the cost of any lawyers We appoint. Please contact Us to confirm approval before authorising any legal costs and expenses.

All **Accidents** of a series consequent upon or attributable to one source or original cause are treated by **Us** as one **Accident**. This cover applies in respect of an **Accident** occurring anywhere in New Zealand. The maximum amount **We** will pay for each claim under this **Section 6 – Third Party Liability** for Dogs covered is NZ\$1,000,000. Where permitted by law, this limit will be reduced by any amount paid under any other insurance **You** have with **Us**, that provides cover for the same liability, loss, **Accident**, occurrence or incident.

### You must pay:

You must pay the first NZ\$500 of each claim under this Section 6.

## We will not pay under Section 6 (applying to Third Party Liability):

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- 2. Any amount in relation to Your legal liability for:
  - a) damage to Your property.
  - b) Bodily injury to or death of any person who normally lives with You or
  - is part of Your Immediate Family, or for damage to their property,
  - Bodily injury to Your employees or anyone who works for You, or for damage to their property.
  - d) loss of or damage to property the care, custody or control of You, a
    person who lives with You, a member of Your Immediate Family or
    Your employees.
  - e) For loss, expenses or costs involving Your business trade or profession, or for events that happen where You work. This includes where You live, if You work from home and Your Pet has access to Your work area.
  - f) Any costs and expenses for defending You which We have not agreed beforehand. Please contact Us to confirm approval before authorising any legal costs and expenses.
  - g) because of the terms of an agreement assumed with some other person (unless You would have been liable if the agreement did not exist),
  - h) claims caused by, arising out of, or in any way connected with asbestos.
  - i) claims caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion will not apply if such discharge, dispersal, release or escape is caused by an Accident which occurred during the Period of Insurance involving Your Pet.
  - i) the prevention of such contamination or pollution.
- 3. Claims caused by, arising out of, or in any way connected with

- a) pregnancy, or
- b) the transmission of disease
- 4. Claims caused by, arising out of or in any way connected with an Accident, if You have not followed the instructions or advice given to You by the previous owners of Your Pet, or the re-homing organisation or a qualified behaviourist about the behaviour of Your Pet.
- Where Your legal liability is covered or indemnified, in any way under any:
  - a) statutory or compulsory scheme, fund or insurance, or
  - b) compensation scheme or workers compensation **Policy** of insurance,
  - or
    c) industrial award, even if the amount recoverable is nil,
- 6. where **Your legal liability** is over that recoverable under any:
  - a) statutory or compulsory scheme, fund or insurance, or
  - Accident compensation scheme or workers compensation Policy of insurance, or
  - c) industrial award.
- for any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties,
- If Your Pet is kept or lives on premises that sell alcohol, unless there is no access from the residential premises to the business premises,
- 9. for an incident which takes place when Your Pet is in the care of a business or a professional and You are paying for their services. For example, this includes but is not limited to, when Your Pet is in the care of a dog minder, a dog trainer, a dog sitter or a grooming parlour or boarding kennel.
- if the Accident happens in an area or place where dogs are specifically prohibited, unless Your Pet escapes and enters the area outside of Your control.

## Special Conditions - applying to Section 6 Third Party Liability:

- You must not admit responsibility, agree to pay any claim or negotiate
  with any person following an incident which may give rise to claim under
  section 6. If You do, We may reduce or refuse Your claim to the extent
  We are prejudiced.
- You must as soon as reasonably possible send Us any writ, summons or legal documents You receive and You or any other person on Your behalf must not respond to any of these documents.
- You agree to provide Us with any information connected with the claim We reasonably ask for including details of Your Pet's history.
- You agree to tell Us or help Us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- You must allow Us to take charge of Your claim and allow Us to prosecute in Your name any legal proceedings instituted for Our benefit.
- 6. If more than one of the dogs insured under the **Policy** are involved in, or contribute towards, an **Accident** which is covered under Section 6 only one **Maximum Benefit** will apply to the **Accident** for all of the dogs. This means that if:
  - a) The dogs involved all have the same Maximum Benefit; the most We will pay for the Accident is that Maximum Benefit. For example, if all of the dogs insured each have a Maximum Benefit of \$1million, We will pay no more than \$1million for the Accident.
  - b) The dogs involved are covered under a **Policy** which has different **Maximum Benefits**; the most **We** will pay for the incident is the highest of the **Maximum Benefits**. For example if one dog has a **Maximum Benefit** of \$1 million, and another of \$2 million, **We** will pay no more than \$2 million for the incident.
  - c) If the dogs involved (all owned by You, but some are uninsured) We will pay no more than a pro ratio portion for the insured dogs of the total amount of the claim, up to the Maximum Benefit.
- If a business or a professional is being paid to care for Your Pet in any way (for example, but not limited to a dog minder, a dog trainer, a dog walker or a groomer) it is Your responsibility to:
  - a) Make sure the business/person has the appropriate third party liability insurance cover, and
  - b) Tell them if Your Pet has any behavioural problems or requires any special handling so they are able to handle Your Pet in an appropriate manner.
- 8. Third Party Liability cover will be governed by the law of the State or

Territory where the **Policy** was arranged and whose courts will have jurisdiction in any dispute.

# Section 7 - Boarding Fees

Cover under this section applies in **New Zealand** only. In this section '**You**' means **You** or **Your** husband, wife, civil partner or de facto partner.

### We will pay:

We will pay the cost of boarding Your Pet at a licensed boarding kennel or cattery or \$15 a day towards the cost of someone who does not live with You (or is a co-owner of the Pet), looking after Your Pet while You are an inpatient in hospital for more than four (4) consecutive days during the Period of Insurance.

# You must pay:

The Excess shown on Your Certificate of Insurance.

## We will not pay under Section 7 (applying to Boarding Fees):

- Any amount which exceeds the Maximum Benefit for the relevant section for all hospitalisations or which will result in the Maximum Benefit being exceeded.
- 2. To the extent permitted by law, any amount if **You** are in hospital for less than four (4) consecutive days during each hospital stay.
- To the extent permitted by law resulting from You having to go into hospital because of a sickness, disease, disability, Injury or Illness that first occurred or manifested itself prior to or at the commencement of the Period of Insurance or was showing symptoms before Your Pet was covered.
- If the person looking after Your Pet normally lives with You or is a member of Your Family, or is a Co-Owner of the Pet.
- Resulting from You being pregnant, giving birth or any Treatment that is not related to an Injury or Illness.
- Resulting from You having to go into a hospital for the Treatment of alcoholism, drug abuse, drug addiction or a self-inflicted Injury or cosmetic surgery or other forms of elective surgery.
- Resulting from care in a Nursing Home or from convalescence care that You do not receive in a hospital.
- If a claim under this section has not been submitted within one year
  of the stay in hospital, to the extent that **We** are prejudiced by the late
  notification of the claim.

# **Section 8 – Holiday Cancellation**

Cover under this section applies in New Zealand only.

### We will pay:

- Travel and accommodation expenses for You and Your Immediate Family that You cannot recover if You have to cancel Your Journey during the Period of Insurance because Your Pet is suffering from an Injury or Illness and is too ill to travel with You.
- Any travel and accommodation expenses for You and Your Immediate Family, that You cannot recover if You have to cancel Your Journey during the Period of Insurance because Your Pet is Injured or shows the first Clinical Signs of an Illness up to seven (7) days before You leave and so needs immediate lifesaving surgery.
- Any travel and accommodation expenses for You and Your Immediate Family that You cannot recover if You have to cut short Your Journey during the Period of Insurance because Your Pet:
  - · goes missing; or
    - is injured or shows the first Clinical Signs of an Illness while You are away and needs immediate lifesaving surgery.
- 4. If Your Pet goes with You on the Journey during the Period of Insurance and is injured or shows the first Clinical Signs of an Illness during the Journey and has to return Home for Vet Treatment, which means You have to cut short Your holiday.

### We will not pay:

- the value of any unused travel and accommodation expenses that You and Your Immediate Family have paid for, and
- 2. any extra travel expenses to return Your Pet Home.

### You must pay:

The Excess shown on Your Certificate of Insurance.

## We will not pay under Section 8 (applying to Holiday Cancellation):

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys undertaken during the Period of Insurance.
- 2. To the extent permitted by law, any amount or expenses resulting from:
  - a) A Pre-Existing Condition;
    - b) An Illness that first showed Clinical Signs before Your Pet's cover started; or
    - A Illness that is the same as, or has the same diagnosis or Clinical Signs as an Illness or Clinical Sign Your Pet had before cover started; or
    - d) an Injury or Illness that is caused by, relates to or results from an Illness or Clinical Signs Your Pet had before its cover started, no matter where the Injury, Illness or Clinical Signs occurred or happened in or on Your Pet's body.
- 3. To the extent permitted by law, any amount or expense resulting from:
  - a) an Illness which starts in the first 21 days of cover;
  - b) an Illness that first showed Clinical Signs within twenty-one (21) days
  - of Your Pet's cover starting; or,
  - an Illness that is the same as, or has the same diagnosis or Clinical Signs as an Illness or Clinical Signs Your Pet has before its cover started or within twenty-one (21) days of Your Pet's cover starting; or
  - d) an Illness that is caused by, relates to or results from an Illness or Clinical Sign that first occurred, or an Illness that first showed Clinical Signs within twenty-one (21) days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical Signs occurred or happen in or on Your Pet's body.
- Any amount payable for travel expenses to return Your Pet Home unless a Vet has certified Your Pet is too ill to continue upon the Journey and has to return Home for Treatment.
- Any amount if Your Journey was made to get Veterinary Treatment or Alternative or Complementary Treatment outside of New Zealand.
- As permitted by law, any amount You can claim back from any travel or accommodation provider.
- 7. For the cost of food.
- Any costs relating to a holiday You booked less than twenty-eight (28) days before You were due to leave.

- Any costs resulting from an Injury or Illness We have specified as excluded on Your Certificate of Insurance or generally not covered by these terms and Conditions.
- 10. Any costs if a claim has not been submitted within one year of Your Journey being cancelled, to the extent that We are prejudiced by the late notification of the claim.

Special Conditions – applying to claiming for Holiday Cancellation: When claiming for a benefit under Section 8 Holiday Cancellation **You** must

supply **Us** with:

- a) the booking invoice and cancellation invoice from the travel agent, tour
  operator or other holiday sales organisation if You have cancelled or
  cut short Your Journey; and
- Receipts for Your expenses if You are claiming for extra travelling expenses.
- 11. The invoices must show the date of the booking, the dates of the Journey, the date You decided to cancel or return Home and any expenses You cannot recover.

We will not pay for the provision of this information.

# Section 9 – Emergency Repatriation

Cover under this section applies in New Zealand only.

### We will pay:

If Your Pet is injured or shows the first Clinical Signs of an Illness during Your Journey and cannot travel Home the same way it travelled to Your holiday destination We will pay the:

- 1. Extra costs to get Your Pet Home,
- Cost of accommodation for You to stay after Your scheduled date of travel Home until Your Pet is well enough to travel, and
- If Your Pet dies, the costs of returning Your Pet's body Home or the cost of disposal, charged by the Vet where Your Pet dies.

# We will not pay under Section 9 (applying to Emergency Repatriation):

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys during the Period of Insurance.
- Any costs resulting from a Pre-Existing Condition.
- Any costs resulting from an Illness which starts in the first twenty-one (21) days of cover.
- Any costs resulting from an Injury that happens or an Illness first showing Clinical Signs before the start of Your Journey.
- 5. Any costs that can be reclaimed from anywhere else.
- Any costs unless a Vet has certified Your Pet is too ill to travel Home the same way it travelled to Your holiday destination.
- Any amount if Your Journey was made to get Veterinary or Alternative or Complementary Treatment outside of New Zealand.
- For more than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
- The cost of cremation or a coffin, casket or any other container for Your Pet's remains.
- 10. For the cost of food.
- 11. Any costs if a claim has not been submitted within one year of the date Your Pet returns Home, to the extent that We are prejudiced by the late notification of the claim.

# Section 10

# **Quarantine Expenses and Loss of Documents**

Cover under this section applies in the Agreed Countries only.

### We will pay:

If **Your Pet** is either unable to return to New Zealand or must be quarantined on return to New Zealand because of:

- 1. An Illness first showing Clinical Signs during Your Journey,
- 2. The failure of the microchip, or
- 3. The importation documents being lost or stolen.

### We will pay:

- 1. The cost to keep Your Pet in quarantine,
- 2. The cost of getting duplicate importation documents,
- The cost of temporary accommodation while getting the duplicate importation documents, and
- Extra costs to travel Home if the delay in getting duplicate Importation documents has caused You to miss Your scheduled travel arrangements back to Your Home.

### You must pay:

The Excess shown on Your Certificate of Insurance.

# We will not pay under Section 10 (applying to Quarantine Expenses and Loss of Documents):

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys.
- Any costs resulting from a Pre-Existing Condition.
- Any costs resulting from an Illness which starts in the first twenty-one (21) days of cover.
- Any costs resulting from an Injury that happens or an Illness first showing Clinical Signs before the start of Your Journey.
- 5. Any costs that can be reclaimed from anywhere else.
- Any costs that result from the failure of any microchip that does not meet the International Standards Organisation (ISO) Standard Microchip 11784 or Annex A of ISO Standard 11785.
- 7. Any costs that result from a microchip reader failing to read a microchip.
- 8. For more than seven (7) days' accommodation costs and more than \$60 for each day's accommodation.
- Any costs if a claim has not been submitted within one year of the date Your Pet returns Home, to the extent that We are prejudiced by the late notification of the claim.

# Special Conditions – applying to Travel Quarantine Expenses and Loss of Documents:

- When the importation documents are left unattended they must be kept in Your locked accommodation or in the locked boot, covered luggage area or glove compartment of a locked vehicle.
- If the Importation Documents are lost or stolen, as soon as reasonably possible of discovering them missing, You must report the incident to the police and obtain a police report. If the loss or theft occurred on a ship, aircraft, train or coach You must report the loss to the operator and obtain a report.

# General Exclusions

**We** will not pay any benefit under the **Policy** for any costs or expenses of liability incurred by **You** that are caused by, arise out of, or are in any way related to or connected with:

Your Certificate of Insurance	A Condition specifically excluded on Your Certificate of Insurance.				
Your Pet's age	Any <b>Pet</b> that is less than eight (8) weeks old at the commencement of cover.				
Your Pet's Use	Dogs used for security, guarding, track racing or coursing.				

# Your Pet's breed

Any breed of dog that is banned by any New Zealand Government, Public or Local Authority or any dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid. (This list may be modified from time to time).

# Laws and regulations

- a. Any dog of Yours that must be registered under the relevant legislation dealing with dangerous dogs, Dangerous Dog Act, or any further amendments to such legislation. Any dog declared as a dangerous dog by a Government authority.
- You breaking New Zealand laws or regulations, including those relating to animal health or importation regulations.
- c. Your Pet being confiscated or destroyed by any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, including because it was worrying livestock.
- d. Any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, having put restrictions on **Your Pet**.
- Legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.

### Miscellaneous

- An act of force or violence for political, religious or ideological reasons war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
- Radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- c. A disease transmitted from animals to humans.

### When Your Pet is on a Journey in an Agreed Country

- You not following the Conditions of New Zealand Customs Importation Regulation.
- Any Journey You take Your Pet on against a Vet's advice.
- c. Any animal less than twelve (12) weeks old.
- d. A foreign government or public authority putting restrictions on Your Pet.
- e. Your Pet living permanently outside of New Zealand.
- f. An Illness that Your Pet contracted while outside New Zealand, or the Agreed Countries that it would not normally have contracted in New Zealand or the Agreed Countries.

# Preventative or Routine Treatment

The cost of Routine or Preventative Treatment or care such as check-ups and procedures that are designed to prevent future Illnesses from occurring rather than treating existing Illnesses. These include, but are not limited to annual physical examinations and or check-ups, vaccinations, heart worm prevention medication; flea and other internal/external parasite prevention.

Elective Treatment	The cost of <b>Elective Treatment</b> , diagnostics or procedures including, but not limited to de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or elective surgery including but not limited to dewclaw removal, prescription diet foods, and any <b>Treatment</b> not related to an <b>Injury</b> , <b>Illness</b> , or trauma. <b>Elective Treatment</b> that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet</b> 's survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> .		
Care & Negligence	Cost of treating any <b>Injury</b> or <b>Illness</b> or other bodily <b>Injury</b> or <b>Illness</b> caused by, arising out of, or in any way connected with a malicious act, deliberate <b>Injury</b> or bodily <b>Injury</b> or gross negligence caused by <b>You</b> or a member of <b>Your Immediate Family</b> or anyone living with <b>You</b> or acting with <b>Your</b> express or implied consent.		
Pandemic Disease	Any pandemic disease that causes widespread <b>Illness</b> , death or destruction affecting dogs and cats.		
Vaccinations	Any dog for any of the following Diseases or associated <b>Illness</b> es not being vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent, and <b>Vets</b> recommend vaccination) and parvovirus. Any cat for any of the following Diseases or associated <b>Illness</b> es not being vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and <b>Vets</b> recommend vaccination.		
Reasonable Precautions	Your failure to take all reasonable precautions to protect Your Pet from or by aggravating or prolonging an Injury or Illness.		
Your Legal Liability	Your Legal Liability for payment of compensation in respect of: a. death, bodily injury or illness, and/or b. physical loss or damage to property, except to the extent You have such cover under Section 6 – Third Party Liability for dogs of this Policy		

#### Claiming

It is distressing when a much loved **Pet** suffers an **Injury** or **Illness** so **We** do all **We** can to make the claims process as quick and easy as possible. There is lots of useful information on **Our** website petcovergroup.com/nz to assist **You** making a claim.

This section tells You what You will need to send Us if You need to make a claim. Don't forget if You have a valid claim for Veterinary Fees We can pay the Veterinary Practice direct (if mutually agreed to by Your Vet) which means the only amount You will need to pay them is the Excess which applies to the Treatment for Your Pet.

### Notifying Us of a potential claim:

- In all cases, other than Veterinary Fees, Alternative or Complementary Treatment claims, You must let Us know of any circumstances which are likely to lead to a claim.
- For Third Party Liability You must let Us know of any incident that happens even if You don't believe a claim will be made against You at this time. Details of what You need to do if an incident happens can be found in 'Special Conditions – applying to Third Party Liability – point 1 and 2.'

### Requesting a claim form:

- Most claim forms can be downloaded from Our website petcovergroup.com/nz/make-a-claim
- Some proactive Veterinary Practices will also have a supply of Veterinary Fees claim forms and some will submit Your claim for You (providing You have completed Your section of the claim form).
- If You would like Us to send You a claim form please contact Us.

When to claim under Veterinary Fees and Complementary Treatment:

 Claims must be sent to Us as soon as possible, but no later than one year after the Treatment start date.

#### Fraud

Fraud increases **Your** premium and the premiums of all **Policy**holders. If **You**:

- · Intentionally provide Us with false information,
- Intentionally make a false or exaggerated claim with Us, or
- Make any claim with Us which involves Your dishonesty,

We will not pay Your claim and We may void Your Policy and inform the relevant authorities. If We pay a claim and subsequently find the claim was fraudulent, You must repay Us the full amount.

'Void Your Policy' means We will cancel Your Policy from the date the fraud occurred. If We take this action You must tell any other insurer that We have void Your Policy and failure to do this could invalidate any future insurance Policy.

# **Making a Claim**

#### How to claim

Notify **Us** of a potential claim as soon as possible by:

- Downloading and completing a claim form from Our website: petcovergroup.com/nz/claims; or
- 2. Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by Your Vet) and We will pay the Veterinary Practice directly. You will need to pay Your Vet the applicable Excess(es) and any non-claimable items. Claims for Veterinary Fees and Complementary Treatment must be notified to Us no later than one year after the Treatment date. We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.
- 3. Contact Us as soon as reasonably possible about any incident that happens involving Injury to a person, another animal or property even if You don't believe a claim will be made against You at the time. Call Us on 0800 255 426 between 8:30am 5:00pm Monday to Friday. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim. Any writ, summons or legal documents received by You need to be sent to Us as soon as reasonably possible. You must not respond to any of these documents.
- Please send Us the following supporting documentation related to Your claim or incident:

### Veterinary Fees, Alternative or Complementary Treatment

- Please send Us the legible fully itemised invoices from the Veterinary Practice or Therapist (for Alternative or Complementary Treatment if the Therapist is not a Member of a Veterinary Practice) which show what You are claiming for.
- When You make the first claim for Your Pet, We will obtain its full clinical history. The full clinical history is a record of all visits Your Pet has made to a Vet and this information will be obtained from each Veterinary Practice Your Pet has attended.
- Claims for certain Conditions may also require additional information about Your Pet's full clinical history. We will advise You if We reasonably need this once We receive Your claim form.
- For Veterinary Fees, if the claim is for Treatment in an Agreed Country, You need to provide the booking invoice for Your Journey or any other official documents which show the dates of Your Journey.

# Death from Injury, Death from Illness

## Pleases send Us:

- The death certificate from Your Vet,
- The purchase receipt from when You bought Your Pet, and
- If Your Pet is a pedigree, the pedigree certificate.

## Theft or Straying

## Please send Us:

- Evidence of the advertising carried out to try and find Your Pet,
- The purchase receipt from when You bought Your Pet, and
- If Your Pet is a pedigree, the pedigree certificate.

# Advertising and Reward

**You** must phone **Us** on 0800 255 426 and talk to **Our** Claims Supervisor, for the approval of any reward before **You** advertise it.

### Please send Us:

- The fully itemised invoices and receipts to show the costs involved, including a receipt for any reward paid, and
- If the loss or theft happened during Your Journey, the booking invoice or another official document to show the dates of Your Journey and
- If applicable the police or operator's report.

## Boarding Fees

Arrange to have **Your** doctor/consultant and the owner of the boarding establishment (if one has been used, or **Pet** sitter) must complete the relevant section(s) of the claim form.

### Please send Us:

 The fully itemised invoice from the boarding establishment, Pet sitter or written confirmation from the person looking after Your Pet.

## Holiday Cancellation

### Please send Us:

- The booking invoice and cancellation invoice from the holiday sales organisation. The invoices must show the date of the booking, the dates of the Journey, the total cost of the holiday, the date You decided to cancel or return Home and any expenses You cannot recover.
- The receipts for Your extra travel expenses.

Emergency Repatriation, Quarantine Expenses and Loss of Documents

### Please send Us:

- The booking invoice or another official document showing the dates of Your Journey,
- The invoices and receipts to show the costs involved, and
- If applicable the police or operator's report.

Claims involving Your Pet being attacked by another Animal If **Your Pet** has been injured or had to be put down due to being injured by another animal, please contact Petcover for an additional form that needs to be completed and be included with **Your** claim form along with the following:

- Details of the owners of the other animal(s),
- Confirmation the matter was reported to the police/relevant authority, and
- Depending on where the attack happened, You must report the attack to the appropriate authorities in that Shire/municipality, i.e. The Ranger at the Local Council/Police Station.

### **Excess**

An Excess is the amount(s) shown on the Certificate of Insurance that You must pay for each unrelated Condition when You make a claim under the Policy unless We state an Excess does not apply. There are different types of Excess that may apply to You at the time of the claim.

### **Fixed Excess**

The Fixed Excess is the first amount You must pay for each unrelated Condition per Policy Year. The amount of the Fixed Excess will be shown on Your Certificate of Insurance and will count towards the calculation of Your Maximum Benefits.

### Age Contribution

In addition to any Fixed **Excess** and **Pet** % Share **Excess**, an Age **Contribution** will apply in the following circumstances:

	Age of Pet	Age Contribution Loading
Dogs	8+ years	20%
	10+ years	35%
Select Breed Dogs	4+ years	20%
	7+ years	35%
Cats	8+ years	20%
	10+ years	35%

The Age **Contribution** is calculated against the amount **You** are claiming. Example calculation:

If Your Pet is a dog aged nine (9) years old:

Total claimable amount	\$5,480
Less Age <b>Contribution</b> loading 20% (on revised claimable amount)	\$1,370
Revised claimable amount	\$6,850
Less the Fixed Excess	\$150
Claimable Veterinary Fees	\$7,000

Or,

Your Pet is a cat aged nine (9) years old:

Claimable Veterinary Fees	\$7,000
Less the Fixed Excess	\$125
Revised claimable amount	\$6.875

Total claimable amount	\$5,500
Less Age <b>Contribution</b> 20% (on revised claimable amount)	\$1.375
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\*The above is an example only and subject to the total benefit amount and applicable **Excess**es as shown on the **Certificate of Insurance**.

### **Changes to this Notice**

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 8th March 2018.

### **Contacting Us**

If You have any questions relating to the processing of Your information, please contact Us:

### Petcover New Zealand Ltd

Customer Service Centre

PO Box 112250

Penrose Auckland 1642

Ph: 0800 255 426

For information about the insurer and Sovereign Insurance Australia please visit <a href="https://www.sovereignaustralia.com.au/">https://www.sovereignaustralia.com.au/</a>

#### Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Choice of Law and Jurisdiction

**You** and **We** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of New Zealand and subject to the exclusive jurisdiction of the courts of New Zealand.

Any term in this contract which conflicts with the law which applies to the country in which  $\bf You$  live shall be amended to conform to that law.

#### Service of Suit

The Insurer agrees that in the event of a dispute arising under this Policy, the Insurer shall, at Your request, submit to the jurisdiction of any competent court in New Zealand. Such dispute will be determined according to the law and practice applicable to such court. Any summons, notice or process to be served upon the Insurer may be served upon the party identified below who has authority to accept service and enter an appearance on the Insurer's behalf and are directed at Your request to give a written undertaking to You to enter an appearance on behalf of the Insurer:

Sovereign Insurance Australia 263 Albany Highway Victoria Park, WA 6100, Australia

## Language

Unless otherwise agreed in writing the language of Your Policy and any communication throughout the duration of the Policy will be in English.

By Telephone 0800 255 426

By Email info.nz@petcovergroup.com

In Writing Petcover

Customer Care PO Box 112250 Penrose

Auckland 1642

Website petcovergroup.com/nz

National Relay Service nzrelay.co.nz

### Administrator

Petcover New Zealand Limited (NZBN 9429046576941) is the sole Administrator of the policies acting on behalf of the Insurer.

### The Insurer

The Insurer of this Policy is Sovereign Insurance Australia Pty Ltd Australia (ABN 85 138 079 286, AFSL No. AFSL No. 342516) with its registered address at 263 Albany Highway, Victoria Park, WA 6100. Sovereign Insurance Australia Pty Ltd is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth). Please consider the PDS before making a decision to purchase the product. This information does not take into account your objectives, financial situation or needs and does not constitute any form of financial advice or recommendation.

The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA"). Sovereign Insurance Australia Pty Ltd is not currently licensed to carry on insurance business in New Zealand and is not regulated by New Zealand prudential supervision laws or within the prudential supervision of the Reserve Bank of New Zealand.

An overseas policyholder preference applies. Under Australian law, if Sovereign Insurance Australia Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on Sovereign Insurance Australia Pty Ltd assets to satisfy New Zealand liabilities.

