

Pet Insurance

Dog & Cat

Safety-Net Plans (Catastrophe 1 & 2)

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

Contents

Product Disclosure Statement (PDS)	6
About this Insurance	6
Who is the Insurer?	6
Who is Petcover New Zealand Limited?	6
Our contract with You	7
What is covered?	7
Privacy Policy	7
About Us	7
Why We collect Your Personal Information	8
How we collect Your Personal Information	8
International Transfers	8
Who we share Your Information with?	8
Storage and Security of Personal Information	8
Your access and correction rights	9
Consent Acknowledgement	9
Service issues and complaints	9
Making a Complaint	9
Terms and Conditions	10
Some words have special meanings	10
Your obligation to comply with the Policy terms and conditions	10
Your Duty of Disclosure	10
Who does the duty apply to?	11
What happens if the Duty of Disclosure is not complied with?	11
What type of insurance is this?	11
How long does my Policy run for?	11
Policy Summary	12
Applying for cover – Eligibility	12
Policy Benefits	13
Policy Limits and Exclusions	13
Excess	16
Costs	16
Payments by Instalments	16
Goods and Services Tax (GST)	16
Your cooling-off period and Cancellation rights	16
How do I make a claim?	17
Delivery of Your Policy Documents	17
Updating this PDS	17
Further information and confirmation of transactions	17
Your Pet Insurance Policy - Details	17
When interpreting these Policy Terms and Conditions	17
Definitions	18
General Conditions	23
Cover	30
Section 1 – Veterinary Fees	30
Section 2 – Optional Benefit - Third Party Liability	34

General Exclusions	36
Claiming	38
Notifying Us of a potential claim	
Requesting a claim form	38
Fraud	
Making a Claim	39
How to claim	39
Excess	40
Fixed Excess	40
Changes to this Notice	
Contacting Us	41
Sanctions	41
Choice of Law and Jurisdiction	41
Service of Suit	
Language	41

Product Disclosure Statement (including Policy Wording) (PDS)

This Product Disclosure Statement ('PDS') which includes the **Policy** wording contains important information about **Your Pet** Insurance for Dogs and Cats 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 NZ Limited 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 insured. 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: www.sovereignaustralia.com.au/wp-content/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.pdf

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

 $\label{eq:weighted} \textbf{We} \ \text{will collect } \textbf{Your} \ \text{personal information for the purposes of } \textbf{Us} \ \text{providing } \textbf{You} \ \text{with insurance services and products, including:}$

- 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;
- 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 **8**et 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 two 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 support.nz@petcovergroup.com 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: complaints@sovereigninsurance.com.au.

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: <u>info@afca.org.au</u>

GPO Box 3, Melbourne VIC 3000, Australia There is no cost to **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; and
- 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 10.

Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on page 18 - 22 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**. If **You** do not comply with any term or condition, **We** may 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** to the extent **We** are prejudiced by **Your** non-compliance.

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 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. Providing **You** renew **Your Policy** each year and continue to pay the premium, the **Policy** will give **You** continuous **Veterinary Fees** cover for ongoing or long-term **Conditions**, providing the **Injury** first happened after **You** obtained cover, or the

Illness first showed **Clinical signs**, after **You** obtained cover and the conclusion of the **twenty-eight (30) 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 is a limited summary only and not a full description of the covers. Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed in the 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 the **Policy**.

Applying for cover - Eligibility

Eligible cats or dogs can be covered from the age of 8 weeks and before their ninth (9th) birthday. **Select Breeds**, as defined under Definitions, are eligible for cover from the age of 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; and/or
- 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 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.

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 Fees incurred by You 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.	The Maximum Benefit We will pay for Injury and Illness for all Treatment types is shown on Your Certificate of Insurance.
Excesses	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.	
OPTIONAL BENEFIT COVER SUMMARY		

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.

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 a **Period** of Insurance.

PLANS	Catastrophe 1	Catastrophe 2
Umbrella for Life	\checkmark	√
Veterinary Fees (for Treatment of Injury, Accident or Illness)	Up to \$5,000 Annual Benefit Limit (As shown in the Certificate of Insurance.)	Up to \$10,000 Annual Benefit Limit (As shown in the Certificate of Insurance.)
Benefit Percentage back on Eligible Vet Fees (under 8 years of age)	100%	100%
Veterinary Fees Fixed Excess Options	\$450 or \$900	\$450 or \$900
Waiting Periods (for Illness)	30 Days	30 Days
Vet Consults (per policy year)	Up to \$400	Up to \$400
Cruciate Ligament, Patella Luxation, Hip Dysplasia or Osteochondritis Dissecans (OCD) Treatment (per policy year)	Up to \$1,500	Up to \$3,000
Skin Treatments (per policy year)	Up to \$500	Up to \$500
Cancer Treatments (per policy year)	Up to \$2,500	Up to \$5,000
Brachycephalic Airway Obstruction	Up to \$3,000 365 day Waiting period	Up to \$6,000 365 day Waiting period

Multi-pet Discount	3+ eligible pets	3+ eligible pets
OPTIONAL EXTRA BENEFIT - THIRD PARTY LIABILITY		
Third Party Liability Cover	Up to \$1,000,000 (Any one loss occurrence.)	Up to \$1,000,000 (Any one loss occurrence.)

The benefit **Third Party Liability** is an **Optional Extra Benefit** under the **Catastrophe Cover** and may not be included in cover for **Your Pet**.

^{**}Please note, Your Pet will only be covered for Third Party Liability as 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.

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 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 the period of insurance.
- 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 thirty (30) 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.
- 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. 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.
- 6. Cost of Elective procedures and Treatment, including 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 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.
- 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.
- 10. 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.
- 11. The cost of the following procedures; experimental **Treatments**, or therapies; prosthetics or orthopaedic 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.
- Any costs for veterinary Treatment that does not improve the health or wellbeing of Your Pet.
- 13. Any prolonged course of veterinary medicines, or 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. Or where there is no evidence to support the usage of this medicine for this Condition.

- 14. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 15. Any medicines that have not been approved by the Agricultural Compounds and Veterinary Medicines (ACVM) 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 Live 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.
- 20. 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.
- Any amount caused by, arising out of or in any way connected with You breaking New Zealand animal health or importation laws or regulations.
- 24. 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.
- 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.
- 29. 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, parvovirus or any other disease that there is a known vaccine, and Your vet has recommended vaccinations.
- 31. Any cat for any of the following diseases or associated illnesses if not vaccinated against them: feline infectious enteritis, feline leukaemia or cat flu, or other disease that there is a known vaccine and Your vet 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 Third Party Liability of this Policy in relation to Your Dog.

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

- 33. Any amount if Your Pet lives permanently outside of New Zealand.
- 34. 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** that may apply. For full details of all relevant **Policy Limits** and **Exclusions You** must read the **Certificate of Insuranc**e and the general exclusions to all sections and also to the specific exclusions to each section under the heading "What **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.

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 Commission 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** Inland Revenue.

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. You cannot return Your Policy during the cooling off period if a claim has been made.

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 Ltd, PO Box 112250, Penrose Auckland 1642 or email 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 25 - 26 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 communicate **Our** decision with **You**.

You must fill in a claim form. Send **Us** the claim form together with a copy of the fully itemised invoices setting out the costs involved. Where requested **You** may need to provide a complete medical history and clinical notes relating to the treatment.

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.

Delivery of Your Policy Documents

Unless **We** tell **You** otherwise or **We** tell **You** it is no longer suitable **We** will send **Your Policy** documents and **Policy** related communications electronically. This includes email and/or other methods of electronic communication. **You** will need to provide **Us** with **Your** current email address and **Your** mobile phone number. Each electronic communication will be deemed to be successfully received by **You** on the transmission date recorded in **Our** systems. Where **We** deliver **Your Policy** documents and **Policy** related communications by mail in printed form all such communications will be deemed to have been successfully delivered once mailed by **Us** to **Your** last notified postal address.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant documents to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy, (however a charge may be required for this), by contacting Us using Our details on the back cover of this PDS). Other documents may form part of Our PDS and the Policy (for example Certificate of Insurance, Supplementary PDSs and/or endorsements). If they do We will tell You in the relevant document. We may also issue other documents forming part of Our PDS 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 four (4) 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. Benefits do not accumulate across **Policy Periods**. The **Policy** benefits will expire at the end of each **Policy Period**. **Your** rights and duties under the **Policy** cannot be transferred without **Our** prior written consent.

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**.

When interpreting these Policy Terms and Conditions:

- References to the singular include the plural and vice versa, and to the masculine include the feminine and vice versa; and
- Monetary references are in New Zealand dollars.

Note: The Benefit Limit is subject to any applicable Excess.

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.

Accident	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All Accidents consequent upon or attributable to one source or original cause are treated by Us as one Accident . 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 Conditions are not considered Accidents : luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).
New Zealand	means Commonwealth of New Zealand .
Certificate of Insurance	means the relevant Certificate of Insurance We issue including on renewal or variation of the Policy containing details of the cover provided under the Policy , including any exclusions and other specific insurance details that We have applied to Your cover.
Clinical sign(s):	means change(s) in Your Pet's normal healthy state, its bodily functions or behaviour.
Condition	means any Condition that causes discomfort, dysfunction, distress, including Injuries , disabilities, disorders, Clinical signs , syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the Pet afflicted.
Elective Treatment, diagnostic or procedure	means a 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 . Treatment or Surgery includes, but is not limited to, desexing, spaying or castration, microchipping, 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 , or any Treatment , diagnostic or procedure You request, which the Vet confirms is not necessary to treat an Injury or Illness is considered Elective Treatment .
Excess	means the amount(s) shown on Your Certificate of Insurance that You must pay for each unrelated Condition for a claim made under Your Policy per Policy Year. • Veterinary Fees Excesses may be either: • The Fixed Excess only; or • The Fixed Excess and the Co-Payment.
Family	means Your Immediate Family and, grandparents, brothers, sisters, grandsons, and/or granddaughters including Family of step and defacto relationships.
Home	means the place in New Zealand where You usually live.

Illness	means an 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 starts in the first 30 days of cover	means an Illness that: Showed Clinical signs, Is the same as, or has the same Clinical signs or diagnosis as an Illness that showed Clinical signs; Is caused by, relates to, or results from, a Clinical sign that first occurred, or an Illness that, showed Clinical signs, In the first thirty (30) days of: Your Pet's first Policy Year, or Any additional section added to Your insurance. No matter where the Illness or Clinical signs occur or happen in, or on, Your Pet's body. The thirty (30) day Waiting Period will cease at 00.01 on the thirty-first (31) 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 Injury or trauma caused immediately, solely and directly from an Accident . This does not include any physical Injury or trauma that happens over a period of time or is of a gradual nature.
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.
Maximum Benefits	means the most We will pay for the relevant level of cover You have chosen during the Period of Insurance as set out in the Certificate of Insurance , subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
Member of a Veterinary Practice	means any person legally employed by a Veterinary Practice under a contract of employment, other than a Vet who may be the Insured under this Policy .
Our Vet	means any Vet appointed or engaged by Us to carry out Treatment to Your Pet or discuss Your Pet's Treatment with Your Vet .
Pet Immigration Rules	means a system that allows pet owners in New Zealand to take their pets to Another Country/ Or Other Countries and bring them back to New Zealand without the need for quarantine.
Policy	means this document and the Certificate of Insurance and any other documents We issue to You which are expressed to form part of the Policy terms, which set out the cover We provide for the Period of Insurance . For the sake of clarity, it does not include any prior Policy that this is a renewal of or any future Policy that is a renewal of this Policy .

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 enter into with **Us** upon renewal. 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 it has been cancelled.

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 thirty (30) 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**, and **Conditions** affecting a part of **Your Pet's** body of which it has two, will be deemed to be a **Bilateral Condition** and both will be excluded from cover

Select Breed(s)

means Bandog, Bavarian Mountain Hound, Bergamasco Shepherd Dog, Briard, Blood Hound, Boerboek, 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, Steonberger, 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.

Routine or Preventative Treatment

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

Related Conditions	means a Condition that even though it has shown first signs or symptoms during the Policy Period (outside of the Waiting Period), it is considered to be a Pre-existing Condition if it has the clinical symptoms, diagnostic classification or results from the same disease process as a Pre-existing Condition regardless of the number of areas of Your Pet's body affected. For example: if Your Pet suffers from arthritis in its legs prior to the Commencement Date of the Policy or during the Waiting Period, all future occurrences of arthritis for example in the back or neck, will be considered to be Related Conditions and will not be covered.
Recurring Condition	means a Condition that is curable but may relapse repeatedly with intervals of remission in between.
Third Party Liability (Dogs Only) - Optional Extra Benefit	means with this cover, 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 . If You have selected this Optional Benefit and paid an
	additional Premium , the Benefit Limits applicable, is shown on Your Certificate of Insurance
Travel Documents	means the Pet's Import Permit issued by MPI, any Vaccination Certificates and/or Certificate for Treatment against parasites issued for Your Pet under the Regulations for taking a pet to New Zealand .
Treatment	means reasonable Veterinary Treatment and customary examinations, consultations, hospitalisation, surgery, x-rays, medication, diagnostic tests, nursing and other care and procedures provided by a vet to relieve or cure a disease, Illness or Accidental Injury during the Policy Period.
Umbrella for Life Policy	means with this cover You can continue to claim for the Treatment for on-going Illness or Injuries throughout Your Pet 's lifetime, provided You renew the Policy annually without a break in cover and pay the required premium.
Vet	means a registered Veterinarian, Specialist Veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in New Zealand , other than a Vet who may be the Insured.
Veterinary Fees	means the amount Vets charge for the care and treatment they provide.
Veterinary Practice	means any veterinary service provided by a veterinary organisation or business.
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 a Veterinary Practice under the supervision of a Vet; and • Any medication legally prescribed by a Vet. • Not otherwise excluded under this Policy.

Waiting Period	means a period of thirty (30) days starting from the commencement date of the Policy (excluding renewals) as shown on Your Certificate of Insurance during which an Illness or Condition that first occurs or shows Clinical signs will be excluded from Cover unless otherwise stated on Your Certificate of Insurance. The thirty (30) day Waiting Period will cease at 00.01 on the thirty-first (31) day of cover. Other Waiting Periods apply for the following: Cruciate Ligament Disease Waiting Period means a period of six (6) Calendar months or one hundred and eighty (180) days starting from the commencement date of the Policy, as shown on Your Certificate of Insurance during which Cruciate Ligament Illness or Condition first occurs or shows Clinical signs will be excluded from Cover unless otherwise stated on Your Certificate of Insurance. The one hundred and eighty (180) days Waiting Period will cease at 00.01 on the one hundred and eighty first (181) day of cover. Brachycephalic Airway Obstruction (BOAS) Waiting Period, nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, Gastrointestinal Tract and Brachycephalic Airway Obstruction (BOAS), means a Period of twelve (12) calendar months of or three hundred and sixty five (365) days starting from the commencement date of the Policy, as shown on Your Certificate of Insurance during which nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, Gastrointestinal Tract and Brachycephalic Airway Obstruction (BOAS) Illness or Condition first occurs or shows Clinical signs will be excluded from Cover unless otherwise stated on Your Certificate of Insurance. The three hundred and sixty five (365) days Waiting Period will cease at 00.01 on the three hundred and sixty sixth (366) day of cover, regardless of Your Pet showing Clinical Signs of the Condition or not, prior to commencement of cover or within the thirty (30) day Waiting Period.
We, Us, Our	means Petcover acting on behalf of Sovereign Insurance Australia the Insurer of Your Policy .
You, Your	means the person(s) named on the Certificate of Insurance.

means the dog or cat named on the Certificate of

Insurance.

Your Pet

General Conditions

Conditions of the Policy

You must keep to 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 kept to 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 reasonable steps are, the details will be referred to an independent national 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 issues 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 leukaemia 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 results from any of the above Illnesses to the extent that the unvaccinated illnesses caused or contributed to the loss or damage.

d. You must arrange for a Vet to examine and treat Your Pet as soon as possible after it shows Clinical signs of an Injury or Illness. You must follow the advice and recommendations of the treating Vet so as not to prolong or aggravate the Illness or Injury. 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.

Claims Pre-Authorisation

We will not guarantee if We will pay a claim prior to You sending Us a claim to assess. You must send Us a claim form that has been fully completed and We will then communicate Our decision with You.

Vet Information, Other Insurance

When **You** make a claim **You** agree to give **Us** any information **We** may reasonably ask for.

Legal rights against others

- 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.
- 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 provide all reasonable assistance to provide any documents We ask for.

Claims - Paid Direct to Vet

If **We** agree for a claim payment to be paid directly to **Your Vet** and **You** allow this, then if the **Vet**, who has treated **Your Pet** or is about to treat **Your Pet**, asks for information about **Your** insurance that relates to a claim, **We** will tell the **Vet** what the insurance covers, what **We** will not pay for, how the amount **We** pay is calculated and if the premiums are paid to date.

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 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 provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment hat 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 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 **We** settle **Your** claim, **We** reserve the right to deduct from the claim amount, any amount due to **Us**.

Cancellation rights

- a. In addition to **Your** Cooling off rights detailed earlier, **You** may cancel the **Policy** at any time by contacting **Us.**
- b. Cancellation by You will be effective from 16:00 (4:00pm) NZT 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:
 - i. 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) NZT on the third business day after the day it is given to **You**, or such other date specified in the cancellation notice.

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.

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.

Cancelling Your Policy

You can cancel Your Policy by contacting Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date. If You have exercised Your rights under the Policy and We have paid a claim, We will not refund any portion of the Premium after Cancellation. If You are paying Your Premium monthly and cancel after exercising Your rights and We have paid a claim, We will deduct the balance owed for the remainder of the Policy Period from Your Claim, or if insufficient funds we will continue to take the monthly payments for the balance of the premium for the Policy Year.

Cancellation where <u>no claims</u> have been made

If **You** cancel the **Policy** for whatever reason <u>after</u> the <u>Cooling off period</u> and **You** have paid the annual **Premium** in full, provided no claim has been made, **We** will refund the premium less:

- a. The amount covering the period **You** were insured for;
- Any government or statutory charges We are unable to recover.

If **You** have been paying **Your** premium by instalments, there is no premium refund (including for any remaining days of a current instalment period). No further premiums instalments will be deducted.

Cancellation after a claim has been made

- a. If cancel Your Policy for whatever reason after having made a claim, no premium refunds are payable and the remaining premiums for that Policy Period must be paid if it is not already been paid.
- b. Any outstanding premium may be deducted from any claim payment owed, or alternatively, charged to Your nominated bank/credit card account. This clause survives termination of this contract.
- c. If You cancel Your Policy because Your Pet has passed away and after having made a claim, Your Policy will be cancelled as set out above, by Us.

Paying Your Premium

- a. Cover under the Policy is provided on the basis that You have paid or agreed to pay Us the Premium for the Cover provided. The amount You pay is shown on Your Certificate of Insurance and includes all Premiums, administration fees, and any applicable government taxes, fees and/or charges.
- b. The **Premium** is payable when **You** take out a new **Policy** and when **You** renew **Your Policy**.
- c. You may choose to pay the premium:
 - Annually by Credit Card or Direct Debit.
- d. When premiums are paid monthly by instalment, claims are paid on the basis that **You** agree to pay the remaining **Premiums** for the **Policy Period.**

Note: If **We** accept and pay a claim under the **Policy**, **We** may deduct the balance of any outstanding premium from the claim payment.

Your Policy will not operate until **You** have paid **Your Premium** (or **Your** first instalment if **You** have elected to pay by instalments).

Your **Premium** must be paid on or before its due date.

If You pay by monthly instalments and if 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.

- e. If **We** cancel **Your Policy** due to non-payment of an instalment premium **You** need to be aware that:
 - No benefits or entitlements can be paid under the Policy;
 - You may be refused cover in the future under any Policy administered by Petcover; and
 - Any application for general insurance products in the future may be affected because You had a Policy cancelled as a result of unpaid premiums.
- f. If Your instalments are frequently late or missed We also reserve the right to have You pay all premiums due until the end of the current Period of Insurance.
- g. If the **Policy** is cancelled by **Us** because **You** have not paid the premium **We** may agree to reinstate the **Policy**. If **We** agree, **We** may charge an administration fee and may require **You** to pay all premiums due until the end of the current **Period of Insurance**.
- h. When **We** settle **Your** claim, **We** will deduct from the claim, any premium due to **Us**.

Renewing Your Policy

If **You** pay **Your** premium by Direct Debit instalment, when **the Policy** is due for renewal **We** will renew it for **You** automatically, to save **You** the worry of remembering to contact **Us** before the renewal date. **We** will write to **You** 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 yourself 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).

Automatic Renewal of Your Policy

We will advise You regarding renewal of Your Policy prior to the expiration of the current Policy. We may change the terms and conditions of the Policy on renewal to reflect the portion of the risk associated with insuring Your Pet based on factors such as (but not limited to) Your Pet's age, location and medical history. Unless otherwise notified, Your Cover will be automatically renewed on the terms contained in the renewal offer and We will deduct/charge the renewal Premium from Your nominated account/credit card unless You tell us not to.

If the account/ credit card is not yours, **You** confirm **You** have the authority of the relevant person to use it and they have agreed to these terms.

We require **You** to notify **Us** in writing should **You** decide not to renew **Your Policy.**

Should **You** renew **Your Policy You** must tell **Us** if the information **You** have previously supplied is incorrect or incomplete in order to comply with **Your Duty of Disclosure**. If **You** do not **We** may reduce or refuse to pay a claim or cancel the **Policy**.

Changing Levels of Cover

 If You opt to transfer Your Pet to a level of Cover with higher or additional benefits (including but not limited to a higher Benefit Percentage, Benefit Limit or lower Excess) then the additional or higher benefits will not apply to claims for Conditions first noted, diagnosed, or treated prior to the Policy upgrade.

In such cases, benefits will be restricted to the lesser of the maximum benefits payable under the:

- Current level of Cover; or
- Policy that applied during the Policy Period in which such Condition(s) was/were first noted, diagnosed, or treated.

Changing Levels of Cover (cont.)

For the sake of clarity, **Maximum Benefits** referenced in this section include taking the following factors into consideration:

- The Benefit Limit;
- Applicable sub-limits;
- Applicable Benefit Percentage, Excess; and
 - Any applicable Policy exclusions.

If **You** opt to transfer **Your Pet** to a level of Cover with additional benefits, then the applicable **thirty (30) day Waiting Period** for the new Cover will apply. **You** cannot change **Your** level of cover in a **Policy Period** if a claim has been paid.

Changes at renewal

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

Upgrading cover

If a higher plan is available for **Your Pet You** can apply for an upgrade at renewal of **Your Policy** and at this time the request will be subject to an underwriting review of **Your Pet's** veterinary history.

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:

- a. You decide to change Your Pet's cover.
- b. You did not tell $\overline{\text{Us}}$ about something when $\overline{\text{We}}$ previously asked.
- c. 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.

Direct Debit Request Summary

When You provide Us with Your bank details, You are instructing Us to directly debit the relevant premiums calculated by Us from Your nominated account. If Your premium cannot be paid (for example there is not enough money in Your nominated account) Your bank may dishonour that payment, and You may be charged a dishonour fee by Your bank. Neither Petcover nor Sovereign Insurance Australia will be responsible for dishonour fees charged by Your bank or financial institution. If Your direct debit is dishonoured We will automatically retry for the outstanding amount within fourteen (14) days, and You may be charged a dishonour fee by Petcover.

If **You** have concerns about the operation of the direct debit authority or **You** subsequently need to change any aspects of the authority, please notify **Us**

Exclusions applicable to Your Pet

- a. Any Illness which starts in the first thirty (30) days
 of cover (The Waiting Period will cease at 00.01 on
 the thirty- first (31) day of cover).
- b. 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.

Some exclusions are temporary and upon request may be lifted following underwriting review.

Policy Limits

Limits do apply to some items covered by **Your 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 Ministry of Primary Industries. Full details can be found on the Ministry of Primary Industries Website, https://www.mpi.govt.nz/bring-send-to-nz/petstravelling-to-nz/ or Contact animal.imports@mpi. govt.nz; 0800 00 83 33 3.
- b. **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

- Your Pet must live in New Zealand.
- 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 out the **Policy**, the cover under this **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**.

Cover

At Petcover, We are proud of the insurance cover We provide for pets – in fact, every Pet deserves the best veterinary cover when needed. 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 1 – Veterinary Fees

Cover under this section applies in **New Zealand** and **Another Country** only.

We will pay:

The cost of **Veterinary Fees** incurred for the **Veterinary Treatment Your Pet** has received to treat an **Injury** and/or **Illness**.

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.

What We will not pay under Section 1:

(applying to Veterinary Fees)

We will not pay:

- 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 thirty (30) 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;
 - b) 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
 - c) 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 thirty (30) days of Your Pet's cover starting;
 - 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 thirty (30) 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 thirty (30) 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.
- 6. The cost of any Treatment to prevent Injury or Illness.
- 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.
- 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.
- The cost of killing and controlling fleas, general health improvers and any Treatment in connection with breeding, pregnancy or giving birth.
- 10. The cost of any vaccinations, spaying and castration other than the cost of treating any complications arising from these procedures.

- 11. The costs of having Your Pet:
 - a) Put to sleep, including any ${\bf Veterinary}$ consultation/visit or prescribed medication specifically needed to carry out the procedure; or
 - b) Cremated, buried or otherwise disposed of.
- 12. For the cost of a postmortem examination, voluntary euthanasia, or **Injury**, **Illness** or **Condition** attributable to an exclusion.
- 13. For 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.
- 14. For 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.
- 15. 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.
- 16. 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.
- 17. For costs resulting from an **Injury** or **Illness** that are excluded under the **Policy**.
- 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 of **Treatment** for dental disease, or any cost of 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 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.
- 22. The cost of more than one (1) incident of swallowing a foreign object that causes a blockage or obstruction requiring surgical or endoscopic removal per Policy Period.
- 23. The cost for **Conditions** attributable to behavioural problems regardless of the cause (including but not limited to anxiety disorders, phobias or chemical imbalance)
- 24. The cost for a **Condition** where the diagnosis is inconclusive, but where the **Treatment** protocol is consistent with a **Treatment** protocol typically applied to a **Condition** which is not covered (e.g., **Treatment** for coughing where kennel cough is suspected but not diagnosed or excluded as a diagnosis).
- 25. The cost for routine examinations; cosmetic procedures; experimental Treatments or therapies; desexing; cryptorchidism (undescended testicles); chemical castration; superlorin implants; hip and elbow scoring; Elective Treatments, including but not limited to nail clipping, tail docking, debarking, pre-anaesthetic blood tests, declawing, ear cropping and nasal fold, skin fold, stenotic nares and soft palate resections.
- 26. The cost of the following procedures; experimental **Treatments**, or therapies; prosthetics or orthopaedic 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.
- 27. Any costs for Alternative or complementary Treatment of Your Pet.
- 28. Any prolonged course of veterinary medicines 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.
- 29. The cost for Your Vet to write a prescription or charge a dispensing fee.
- 30. Any medicines that have not been approved by the Agricultural Compounds and Veterinary Medicines (ACVM) or where there is no evidence to support the usage of this medicine for this condition.

- 31. 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.
- 32. The cost of any ongoing **Treatment** that will require more than six (6) visits, without the letter from **Your Vet** setting out a **Treatment** plan for permanent cure of the **Condition**.
- For lifelong Conditions You are required to obtain an annual Treatment report from Your Vet.
- 34. Any claim where the full medical history is not provided when requested.
- 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 Us.
- 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 any **Treatment** while on a **Journey** if a **Vet** believes it can be delayed until **Your Pet** returns **Home**.
- For the cost of any Treatment if the Journey was made to get Treatment outside of New Zealand.
- For the cost of Hydrotherapy, hiring a swimming pool, Hydrotherapy pool or any other pool or Hydrotherapy equipment.
- For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 42. For the cost of any surgical items that can be used more than once.
- 43. 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.
- 44. For the cost of any food, including food even if prescribed by a Vet.
 - 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 liquid food is
 essential to keep Your Pet alive
- 45. For the cost of pheromone products, including DAP diffusers and Feliway, or the **Treatment** for any Behavioural Conditions.
- 46. 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 1 and it is essential to treat the Injury or Illness; or
 - The costs claimed are for the Treatment of complications arising from this procedure.
- 47. 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.
- 48. For the cost of any **Treatment** in connection with false pregnancy.
- 49. 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.
- 50. For the cost of a post-mortem examination.
- 51. For 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.
- 52. In relation to any pandemic disease that causes widespread Illness, death or destruction affecting dogs and cats.

Special Conditions applying to Veterinary Fees Sections as set out below:

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**.

- 53. If the claim includes medication, these costs will be subject to the **Maximum Benefit** that applies on the date the medication will be used.
- 54. If We agree for a claim settlement to be paid direct to Your Vet and You allow this, then if the Vet, who has treated Your Pet or is about to treat Your Pet, asks

- for information about **Your** insurance that relates to a claim, **We** will tell the **Vet** what the insurance covers, what **We** will not pay for, how the amount **We** pay is calculated and if the premium is paid to date.
- 55. If **We** receive a request to pay the claim settlement direct to a **Veterinary Practice**, **We** reserve the right to decline this request.
- 56. We may refer Your Pet's case history to a mutually agreed upon independent Vet and if We request, You must arrange for Your Pet to be examined by the independent Vet.
- 57. As Your Pet is insured on an Umbrella for Life plan, We fully appreciate that the amount You claim for Your Pet's Treatment can add up over the years that's what is great about Umbrella for Life, You can continue to claim for the life of Your Pet (providing You continue to renew the Policy without a break in cover).
- 58. If over the lifetime of Your Pet You have claimed over \$15,000, to make sure Your Pet is receiving the best Treatment available, We may require one of the following. If this is necessary We will contact You.
 - a) Before any further Veterinary Fees or Alternative or Complementary Treatment claims can be considered We may require Your Pet is examined by a mutually agreed upon independent Vet. We will pay any costs for this.
 - b) All future Veterinary Treatment (other than emergency life-saving Treatment) may need to be authorised by Us before Treatment is carried out. A pre-authorisation claim form may need to be submitted and We will then let You know if Treatment can go ahead.
 - c) All future **Veterinary Treatment** may need to be carried out in conjunction with a specialist/consultant by the independent **Vet** or **Therapist We** agree on.
- 59. 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. If You do not, We will not pay any costs relating to the second opinion. If We request, You must use the mutually agreed upon Vet We choose. If We decide the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.
- 60. It is **Your** responsibility to ensure the Veterinary practice 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.
 - If the Veterinary practice provides a discount for paying the cost of Treatment within a certain time frame, You must provide payment within this time frame. If You do not, We will deduct the discount, which would have been provided, from the claim settlement.
- 61. **We** will require fully itemised invoices.

Section 2 – Optional Extra Benefit - 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;
- Physical loss of or damage to property; and/or
- 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 serious 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 4 - Third Party Liability** for Dogs covered under a Catastrophe **Policy** is \$1,000,000 (New Zealand). 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 will pay:

You must pay the first \$500 of each claim under this Section 4.

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

We will not pay:

- 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;
 - c) Bodily injury to $\bf Your$ employees or anyone who works for $\bf You$, or for damage to their property;
 - d) Loss of or damage to property in the care, custody or control of **You**, a person who lives with **You** or a member of **Your Immediate Family**'s care, custody or control or the care, custody or control of **Your** employees or any person who normally lives with **You**;
 - e) 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 $\bf You$ which $\bf We$ have not agreed beforehand. Please contact $\bf Us$ 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**; or
 - j) 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.

- 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;
 - b) Compensation scheme or workers compensation Policy of insurance; or
 - b) Compensation scrience of workers compensation **Folicy** of insurance, of
 - 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;
 - b) **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.
- 8. 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 at the 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 as set out below:

- 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 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.
- 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 \$1 million, We will pay no more than \$1 million 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 \$3 million, We will pay no more than \$3 million for the Accident.
 - 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.
- 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.

General Exclusions

We will not pay any benefit under the **Policy** for any costs or expenses 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 Pet 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 Live 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 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. b. 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. e. Legal expenses, fines and penalties connected with or resulting from a criminal court case or an Act of Parliament.
Miscellaneous	 a. 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. b. 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	 a. You not following the conditions of MPI Pet Importation Regulations. b. 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.

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 Elective Treatment , diagnostics or procedures including, 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 Treatment not related to an Injury , Illness , or trauma. Elective 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 .
Care & Negligence	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.
Pandemic Disease	Any pandemic disease that causes widespread Illness , death or destruction affecting dogs and cats.
Vaccinations	Any dog for any of the following Diseases or associated Illnesses not being vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent, and Vets recommend vaccination) and parvovirus. Any cat for any of the following Diseases or associated Illnesses not being vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and Vets 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 in relation to Your Dog.

Claiming

It's 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's lots of useful information on **Our** website <u>www.petcovergroup.com/nz/make-a-claim</u> 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**. All claims must be completed carefully and honestly by both **You** and **Your Vet**.

Notifying Us of a potential claim

 In all cases, other than Veterinary Fees, You must let Us know of any circumstances which are likely to lead to a claim.

Requesting a claim form

- Most claim forms can be downloaded from Our website www.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.
- By Us sending You a Claim Form, by no means We are accepting liability for the Claim, it will have to be assessed by Our Claims Assessors for acceptability.

When to claim under Veterinary Fees:

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 Policyholders. If You:

- Intentionally provide Us with false information;
- Intentionally make a false or exaggerated claim with Us; or
- Intentionally 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: www.petcovergroup.com/nz/make-a-claim
- 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** 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.
- Please send Us the following supporting documentation related to Your claim or incident:

Veterinary Fees (All claims must include itemised tax invoice(s). Incomplete claim forms will be returned, and this may result in a delay processing Your Claim. We recommend that You retain copies of all documentation

for Your records)

- For cover, the **Veterinary Practice** must complete the relevant section of the claim form.
- Please send Us the fully itemised invoices from the 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.
- You agree that Your Vet (current or previous) is authorised to release information and/or records to Us about Your Pet.
- You agree that We are authorised to discuss with the Vet, details relating to Your Claim or Treatment provided to Your Pet relating to a claim made under the Policy.
- You agree that We have the right to decline to process a claim where You or Your Vet refuse or are unable to provide information reasonably requested by Us in order to process Your claim.
- 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.

Vet Fees

If the Vet Fees are:

- Considered by Us to be excessive or unreasonable;
- Are higher than the Vet Fees normally charged by a General or Referral Practice;
- In Our opinion may not be required; or
- Are regarded to be excessive when compared with the Treatment normally recommended to treat the same Condition by a General or Referral Practices.

Then claims payments may be adjusted and paid based on the reasonable and customary **Treatment** or fees typically charged for the **Treatment** of that **Condition**. **We** reserve the right to request a second opinion from a mutually agreed upon **Vet**. If the **Vet We** agree upon does not agree that the **Treatment** provided or fees charged were reasonable, **We** may decide to pay only the cost of the **Treatment** that was necessary and/or reasonable to treat that **Condition** (as advised by the **Vet** from whom **We** have requested the second opinion).

Settling Claims

When **We** settle **Your** claim, **We** reserve the right to deduct from the benefit amount any amount due to **Us**.

In the event that **We** pay a benefit contrary to the **Policy Terms and Conditions** for whatever reason, this will not constitute a waiver of **Our** rights to apply the **Policy Terms and Conditions** or to any future claims for that or any **Related Condition**. **We** also reserve **Our** right to recover from **You** any benefit amount received by **You** as a result of such error.

Our Right of Recovery

If **We** have the right to recover any amount payable under the **Policy** in relation to a claim from any other person, **You** must cooperate with **Us** in any action **We** may take.

Other insurance Arrangements

If **We** accept **Your** claim and there is any other similar insurance under which **You** are entitled to claim, **You** are required to advise **Us** at the time **You** submit **Your** claim if **You** hold such other insurance. Total benefits paid to **You** across all insurance cannot exceed **Your** actual expenses.

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 per Policy Year 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.

Example calculation:

If Your Pet is a dog:

Claimable Veterinary Fees	\$10,000
Less the Fixed Excess	\$150
Revised claimable amount	\$9,850
Less Age Contribution 20% (on revised claimable amount)	\$1,970
Total claimable amount	\$7,880

^{*}The above is an example only and subject to the total benefit amount and applicable **Excesses** 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 1 July 2020.

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 https://www.sovereignaustralia.com.au/

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 **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.

