pet insurance



Everything you need to know

Your **Safety-Net Catastrophe** Pet Insurance Policy Booklet



Product Disclosure Statement (including Policy Wording)

Safety-Net Plans (Catastrophe 1 & 2)

Please read in conjunction with **Your Certificate of Insurance** to understand the **Policy** for **Your Pet**.

Dear Policyholder,

Thank you for considering insuring with pet insurance By The Warehouse, 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.

Pet Insurance By The Warehouse Team

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Product Disclosure Statement (including Policy Wording) (PDS)

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

About this Insurance

This 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.

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.

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.

Administrator

Petcover New Zealand Ltd NZBN 9429046576941 (Petcover).

Petcover is the binding agent of the **Insurer** and is authorised by the **Insurer** to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints.

In arranging this insurance **Petcover** acts as agent for the **Insurer** and not as **Your** agent.

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

Product Promoter

The Warehouse Financial Services Limited is solely a promoter for this product. They are not a binding agent of the **Insurer** and are not authorised by the **Insurer** to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints.

If You have any questions about \mathbf{Our} services or anything in this PDS, please contact \mathbf{Us} at:

Pet Insurance By The Warehouse Customer Centre

Customer Care PO Box 112250 Penrose Auckland 1642 info.nz@thewarehousepetinsurance.co.nz Ph: 0800 968 687

Petcover and The Warehouse Financial Services Limited cannot provide **You** with any financial advice relating to this **Policy**.

Our contract with You

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

- this document which sets out the standard terms of Your cover and its limitations;
- the relevant Certificate of Insurance issued by Us. The Certificate of Insurance is a separate document, which shows the insurance details relevant to You. It may include additional terms, conditions and exclusions relevant to You that amend the standard terms of this document. Only those sections shown as covered in Your Certificate of Insurance are included under the Policy coverage. If the Policy is varied during the Period of Insurance We will send You an updated Certificate of Insurance taking into account the variations; and
- any other change to the terms of the **Policy** otherwise advised by **Us** in writing (such as an endorsement or Supplementary PDS) specified before entry into the contract or where required or permitted by law. These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that **You** are satisfied with the cover. All **Policy** documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the **Policy** where permitted to do so by law.

What is covered?

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

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

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

Privacy Policy

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

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

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

- the Petcover website: petcovergroup.com/au/privacy-policy or
- Sovereign Insurance Australia' website:<u>www.sovereignaustralia.com.au/wpcontent/uploads/2019/01/JHG-Combined-Privacy-Policy-December-Final.</u> <u>pdf</u>

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

About Us

Petcover New Zealand Ltd is a specialist Pet insurance provider. Its address is: 101D Station Road Penrose Auckland 1061 New Zealand

Sovereign Insurance Australia is an Insurer registered and authorised in Australia. Its address is:

263 Albany Highway Victoria Park, WA 6100

Australia

Why We Collect Your Personal Information

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

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

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

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

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

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

International Transfers

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

Who We share Your information with?

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

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

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

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

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

Storage and Security of Personal Information

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

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

We maintain reasonable security safeguards to protect Your personal information from loss, misuse, unauthorised access, disclosure, alteration or destruction.

However, no storage method is completely secure and, while reasonable security safeguards are used, **We** cannot completely ensure the security of the personal information collected from **You**.

Your access and correction rights

The Privacy Act gives **You** rights to request access to, and correction of, **You**r 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 or Sovereign Insurance Australia: admin@sovereignaustralia.com.au

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

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

Service issues and complaints

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

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

If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 0800 968 687 during normal office hours.

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

Making a Complaint

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

1. Immediate Response & Resolution

Many concerns can be resolved immediately, or within a short amount of time. If **You** have a complaint about the service **We** have provided to **You**, please address **Your** enquiry or complaint to the staff member providing the service, or phone 0800 968 687 during normal office hours.

2. Internal Dispute Resolution

If We are unable to resolve Your concern, immediately or within 2 days, We will escalate Your concerns as a complaint to Petcover's Internal Dispute Resolution Team. Your complaint will be handled by a person with appropriate authority, knowledge and experience. You will be provided with the contact details of the person assigned Your complaint. We will make a decision about Your complaint within 30 calendar days, however We will aim to resolve Your complaint within 15 business days. If We are not able to resolve Your complaint within 15 business days. We will escalate the matter to Sovereign Insurance Australia or give You the option to contact them yourself. Both these internal review processes will be completed within the 30 calendar days. You may contact the Internal Dispute Resolution team directly on: 0800 255 426 or via email <u>support.nz@petcovergroup.com</u> or post Petcover New Zealand P. O. Box 112 250, Penrose, Auckland 1642.

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

3. External Dispute Resolution

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

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

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

Contact details for AFCA:

Australian Financial Complaints Authority

Telephone: 1800 931 678

Email: info@afca.org.au

GPO Box 3, Melbourne VIC 3000, Australia There is no cost to \mathbf{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 is provided on the basis:

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

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

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

Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on pages 18 - 23 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 do not form part of the **Policy** for interpretation purposes.

Your obligation to comply with the Policy terms and conditions

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

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

Your Duty of Disclosure

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

You have the same duty to disclose any relevant matters to 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 or the **Illness** first showed **Clinical signs**, after **You** obtained cover and after the conclusion of the twenty-one (21) day **Waiting Period**.

How long does my Policy run for?

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

Policy Summary

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

You need to read the full terms, conditions and exclusions of the **Policy** and the **Certificate of Insurance** which specifies the options taken for a full explanation of the cover.

Applying for cover - Eligibility

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

The following dogs are not eligible for cover:

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

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

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

 death, bodily injury or illness; wand/or physical loss of or damage to is property occurring during the or period of Insurance and which is 	Maximum Benefit We will pay for this benefit is shown on Your Certificate of Insurance.
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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**.

POLICY BENEFITS

Plan	Catastrophe 1	Catastrophe 2
Umbrella for Life		,
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)

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.

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. For example, under all sections of the **Policy**, **We** do not pay for:

- 1. A Condition specifically excluded on Your Certificate of Insurance.
- 2. Any animal less than eight (8) weeks old at the time of commencement of cover.
- 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 de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or Elective surgery including but not limited to dew-claw removal, prescription diet foods, and any Treatment not related to an Injury, Illness, or trauma. Elective surgery or Treatment that is beneficial to the Pet but is not essential for Your Pet's survival or does not form part of a Treatment for an Injury or Illness.
- The cost of periodontics, dental check-ups, Comprehensive Oral Health Assessment and **Treatment** (COHAT), dental x-rays, dental prophylaxis, dental scale and polish or teeth cleaning, gingival curettes, gingival hyperplasia, removal of plaque or calculus or periodontal surgery.
- The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 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.
- 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 by the Agricultural Compounds and Veterinary Medicines (ACVM) or where there is no evidence to support the usage of this medicine for this Condition.
- 16. Dogs being used for guarding, track racing or coursing.
- 17. 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.
- 18. Any dog declared as a dangerous dog by a Government authority.
- Any dog that must be registered under the applicable legislation dealing with dangerous dogs.
- 20. 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.
- 22. Any amount caused by, arising out of or in any way connected with **You** breaking **New Zealand** animal health or importation laws or regulations.
- 23. Legal costs, expenses, fines and penalties connected with or resulting from a criminal court case or an Act of Parliament.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. Any amount resulting from a disease transmitted from animals to humans.
- 28. Any pandemic disease that causes widespread **Illness**, death or destruction affecting dogs and cats.
- 29. Any dog not vaccinated for any of the following diseases or associated **Illnesses**: distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination), parvovirus or any other disease that there is a known vaccine and **Your Vet** has recommended vaccinations.
- 30. Any cat not vaccinated for any of the following diseases or associated Illness: feline infectious enteritis, feline leukemia and cat flu, or other disease that there is a known vaccine and Your Vet has recommend vaccination.
- 31. 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 Legal Liability for dogs of this Policy in relation to Your dog.

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

32. Any amount if Your Pet lives permanently outside of New Zealand.

33. Any Journey You take Your Pet on against a Vet's advice.

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

Excess

You will be required to pay a non-refundable Excesses for claims 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.

Pet Insurance By The Warehouse 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 Pet Insurance By The Warehouse however, Pet Insurance By The Warehouse retains the right to not refund the Excess payment in any instance.

Costs

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

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

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

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

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

Payments by Instalments

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

To exercise **Your** cooling off rights **You** must advise **Us** of **Your** intention to cancel. **You** can call us on 0800 968 687 or send written confirmation to: The Warehouse Pet Insurance, PO Box 112250, Penrose Auckland 1642 or email to <u>info.nz@petcovergroup.com</u>.

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, government taxes or duties **We** cannot recover (refer to 'General Conditions'. Cancellation on page 26 for full details).

How do I make a claim?

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

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

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

You can notify Us of a claim and obtain a claim form by calling 0800 968 687 or emailing <u>claims@thewarehousepetinsurance.co.nz</u>. Alternatively, if You already have a claim form or have downloaded a claim form from Our Website at <u>www.thewarehouse.co.nz/c/warehouse-insurance/Pet-insurance</u>. You can notify Us by sending the completed claim form to: **Pet** Insurance By The Warehouse Claims Centre, PO Box 112250, Penrose, Auckland 1642.

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 free of charge 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; Certificates 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 $\ensuremath{\text{Us}}$.

Your Pet Insurance Policy - Details

Details of **Your Pet's** cover are outlined in the **Policy** and the **Certificate of Insurance**. There are ten (10) sections of cover but please be aware that some of the sections of cover may not be automatically provided and as such may not be included in the **Policy**. Cover under a section is only provided to **You** if it is shown as covered on **Your Certificate of Insurance. We** recommend **You** check **Your Pet's** cover and contact **Us** as soon as possible if this is not as expected.

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

Definitions

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

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).
Another Country/ Or Other Countries	means any Ministry for Primary Industries (MPI) approved Countries from which a dog or cat can return to New Zealand from.
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 , and 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 and Illness , disabilities, disorders, Clinical signs , syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/ or death to the Pet afflicted.
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, de- sexing, 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.
Excess	 means the amount(s) shown on Your Certificate of Insurance that You must pay for each unrelated Condition claim made under Your Policy per Policy Year. Veterinary Fees Excesses may be either: The Fixed Excess only; or The Fixed Excess and the Age Contribution.

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 and 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.
Petcover	means the Administrator of this Policy with You and who acts on behalf of the Insurer .

Pet Immigration Rules	means a system that allows Pet owners in New Zealand to take their Pets to the Agreed Countries and bring them back to New Zealand without the need for quarantine.
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.
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 insur- ance.
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 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.
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.
Select Breed(s)	means Bandog, Bavarian Mountain Hound, Bergamasco Shepherd Dog, Briard, Blood Hound, Boerboel, Beauceron, Bernese Mountain Dog, Bracco, All Bulldogs (i.e. English, American, Australian, Miniature, etc.), Bull Arab, Deerhound, Dogue de Bordeaux, Entlebucher Mountain Dog, Estrela Mountain Dog, Grand Blue De Gascoigne, Great Dane, Greater Swiss Mountain Dog, Hamiltonstovare, Hungarian Kuvasz, Irish Wolfhound, Komondor, Maremma Sheepdog, Leonberger, 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 Animal Details to find out if Your Pet is a Select Breed.
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 New Zealand Customs Service, any Vaccination Certificates and/or Certificate for Treatment against parasites issued for Your Pet under the Regulations for taking a Pet to New Zealand .
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	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

We, Us, Our	means Petcover New Zealand acting on behalf of Sovereign Insurance Australia, the Insurer of the Policy .
You, Your	means the person(s) named on the $\ensuremath{\textit{Certificate of Insurance}}$
Your Pet	means the dog or cat named on the Certificate of Insurance.

General Conditions

Conditions of the Policy	You must comply with the General Conditions and Special Conditions of the Policy to have the full protection of the Policy. If You do not, and the Condition You have not complied with relates to a claim, We may refuse or reduce the amount We pay under the claim.
Caring for Your Pet (Dental, Vaccinations)	 Throughout the Period of Insurance You must take all reasonable steps to maintain Your Pet's health and to prevent Injury, Illness and loss. a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national animal welfare body or an independent Vet mutually agreed upon. b. You must arrange and pay for Your Pet to have a yearly dental examination and to receive any oral Treatment normally recommended by a Vet to prevent Illness or Injury. Any Treatment recommended as a result of the dental examination must be carried out as soon as possible. If You do not comply with this obligation then any claims which relate to dental 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: Dogs: Distemper, hepatitis, parvovirus, kennel cough and leptospirosis (in areas where it is prevalent and Vetsrecommend vaccination) and any other vaccination recommended to You by a Vet. If You do not keep Your Pet vaccinated. We may refuse or reduce the amount We pay under the claim that result from any of the above Illnesses to the extent that the unvaccinated Illnesses caused or contributed to the loss or damage. d. You must take reasonable steps to 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 form any of 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 a mutually agreed upon independent Vet.
Claims Pre- Authorisation	We do not provide pre-claim authorisation, nor guarantee that We will pay a claim prior to the completed claim being submitted. We will assess Your claim when submitted and contact You with Our decision. See page 44 of this Policy for details on how to make a claim.
Vet Information, Other Insurance	When You make a claim You agree to give 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 must provide all reasonable assistance to Us and 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 the 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 that was necessary to treat the Injury or Illness, as advised by the independent Vet from whom We have requested the second opinion.
Claims - Veterinary information	You agree that any Vet or Therapist has Your permission to release any reasonable information We ask for about Your Pet. If the Vet or Therapist makes a charge for this, You must pay the charge.
Claims - Settlement	When 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 notifying Us. b. Cancellation by You will be effective from 16:00 (4:00pm) NZST on the day We receive Your notice of cancellation. c. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel: 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 pay- ment of premium; or iv. Where You have made a fraudulent claim under the Policy or under some other contract of insur- ance that provides cover during the same period of time that the Policy covers You, and We may do so by giving You three days' notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us. d. Cancellation by Us will be effective from the later of 16:00 (4:00pm) NZST on the third business day after the day it is given to You or such other date specified in the cancellation notice. 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. e. 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.
Cancellation where no <i>claims</i> have been made	 If You cancel the Policy for whatever reason after the Cooling off period and You have paid the annual Premium in full, provided no claim has been made, We will refund the premium less: 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	If You 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. 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. 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**.
- You may choose to pay the premium:
 Annually by Credit Card or Direct Credit;
- 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 de-duct 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.

- e. 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 nonpayment. 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. If the outstanding instalment remains unpaid for at least fourteen (14) days We can refuse to pay a claim arising after the payment was due or if the instalment remains unpaid for at least one month We can cancel the Policy. We also reserve the right to have You pay the rest of the yearly premium immediately.
- f. 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.

- 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 amount 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 CoverIf 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. For the sake of clarity, Maximum Benefits referenced in this section include taking the following factors into consideration: • The Benefit Limit; • 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 fairly (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.Changing Levels of CoverIf 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.Upgrading coverIf 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 at renewalThis 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 Yo		
Levels of Coverapply 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.Upgrading coverIf 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 at renewalThis 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.Changes during the Period of InsuranceChanges 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 Us about something when We 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		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. 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
coverfor 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 at renewalThis 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.Changes during the Period of InsuranceChanges 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 Us about something when We 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		apply for an upgrade at renewal of Your Policy and at this time the request will be subject to an underwriting
renewal 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. 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 Us about something when 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 benefits will not apply if the Condition being claimed for first		for an upgrade at renewal of Your Policy and at this time the request will be subject to an underwriting
during the Period of Insurance 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 Us about something when 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		 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
	during the Period of	 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 Us about something when 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

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 The Warehouse Pet Insurance 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. c. 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 New Zealand Pet Import Regulations: Ministry for Primary Industries Regulation & Assurance Animal Imports PO Box 2526 Wellington 6140 Email: animalimports@mpi.govt.nz b. You agree to pay translation costs for any claim documentation not written in English.
Jurisdiction	 a. New Zealand law applies to this insurance contract. b. Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.
Your Residence	 a. Your Pet must live in New Zealand. b. If Your address, or the address of Your Pet, changes You must advise Us as soon as possible as this may affect the insurance cover provided.
False information	If You have intentionally provided false information or make a false or exaggerated claim, or any claim involving Your dishonesty, We may cancel or Void this Policy and We may decline further claims and their associated payments under the Policy.

Fraudulent Claims	If You submit a fraudulent claim, or solicit Your Vet to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and We may cancel the Policy . We may also be entitled to reclaim any payments already made to You in respect to such claims.
Lost Pets	If Your Pet is lost or missing when You first take 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 .
Your Rights	The Policy is subject to any rights and remedies You have under New Zealand Legislation.

Cover

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

Section 1a – Veterinary Fees

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

We will pay:

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

You must pay:

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**, **You** must pay the **Excess** and **Co-Payment** as shown on **Your Certificate of Insurance**.

We will not pay under Section 1A (applying to Veterinary Fees only): 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.
- 3. The cost of any **Treatment** for an **Illness** which starts in the first **thirty** (30) days of cover.
- 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.

 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.
- 9. 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.
- The costs of having Your Pet:

 Put to sleep, including any Veterinary consultation/visit or prescribed medication specifically needed to carry out the procedure; or
 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.
- 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.
- 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 or Treatments for more than three (3) months if there is a veterinary operation that is recommended by a Vet that would improve or cure the Condition, unless agreed by Us. The maximum payment will be limited to the equivalent cost of the operation
- 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.
- 32. The cost of any ongoing Treatment that will require more than six (6) visits, without a letter from Your Vet setting out a Treatment plan for permanent cure of the Condition.
- For life-long 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 reasonably 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**.
- 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.
- 40. For the cost of Hydrotherapy, hiring a swimming pool, Hydrotherapy pool or any other pool or Hydrotherapy equipment.
- 41. 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 postmortem examination.
- 51. For the cost of any Treatment while on a Journey if:
 A Vet believes the Treatment can be delayed until Your Pet returns
 - Home; or
 - 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:

- 53. The maximum amount We will pay for the cost of Treatment for Injury and or IIIness is the Maximum Benefit that applies on the date the Injury happened or the date the Clinical signs of the IIIness 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.
- 54. If the claim includes medication, these costs will be subject to the Maximum Benefit that applies on the date the medication will be used.
- 55. 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.
- 56. If We receive a request to pay the claim settlement direct to a Veterinary Practice, We reserve the right to decline this request.
- 57. We may refer Your Pet's case history to Our Vet and if We request, You must arrange for Your Pet to be examined by Our Vet.
- 58. As Your Pet is insured on a 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).
- 59. If over the life time 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.

- 60. 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 Our Vet We choose if reasonable to do so. If We decide the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.
- 61. It is Your responsibility to ensure the Veterinary Practice is paid within the required time frame:
 a) 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. 62. 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, and/or
- · 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 series consequent upon or attributable to one source or original cause are treated by Us as one Accident. This cover applies in respect of an Accident occurring anywhere in New Zealand. The maximum amount We will pay for each claim under this Section 6 - Legal Liability for dogs covered under Mid-point and Entry plansed 4 Life Policy is NZ\$3,000,000. For Dogs covered under Umbrella for Life Superior plan Policy the maximum amount payable is NZ\$5,000,000. Where permitted by law, this limit will be reduced by any amount paid under any other insurance You have with Us, that provides cover for the same liability, loss, Accident, occurrence or incident.

You must pay The first NZ\$500 of each claim under this Section 2.

We will not pay under Section 2 (applying to Third Party Liability):

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- 2. Any amount in relation to Your legal liability for:

a) damage to Your property,

b) **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) **Injury** to **Your** employees or anyone who works for **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 or **Your** employees.

e) For loss, expenses or costs involving **Your** business trade or profession, or for events that happen where **You** work. This includes where **You** live, if **You** work from Home and **Your Pet** has access to **Your** work area.

f) Any costs and expenses for defending You which We have not agreed beforehand. Please contact Us to confirm approval before authorising any legal costs and expenses.

g) because of the terms of an agreement assumed with some other person (unless **You** would have been liable if the agreement did not exist),

h) claims caused by, arising out of, or in any way connected with asbestos, i) claims caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion will not apply if such discharge, dispersal, release or escape is caused by an **Accident** which occurred during the **Period of Insurance** involving **Your Pet**. i) the prevention of such contamination or pollution,

- Claims caused by, arising out of, or in any way connected with
- a) pregnancy, or
 b) the transmission of disease

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- 4. Claims caused by, arising out of or in any way connected with an Accident, if You have not followed the instructions or advice given to You by the previous owners of Your Pet, or the re-homing organisation or a qualified behaviourist about the behaviour of Your Pet.
- Where Your legal liability is covered or indemnified, in any way under any:

 a) statutory or compulsory scheme, fund or insurance, or
 b) service achieves or convertion participation of insurance or convertion.
 - b) compensation scheme or workers compensation **Policy** of insurance, or c) industrial award, even if the amount recoverable is nil,
- Where Your legal liability is over that recoverable under any:
 a) statutory or compulsory scheme, fund or insurance, or
 b) Accident compensation scheme or workers compensation Policy of insurance, or
 - c) industrial award.
- 7. For any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties.
- If Your Pet is kept or lives on premises that sell alcohol, unless there is no access from the residential premises to the business premises.
- 9. For an incident which takes place when Your Pet is in the care of a business or a professional and You are paying for their services. For example, but 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 2 Third Party Liability:

- You must not admit responsibility, agree to pay any claim or negotiate with any
 person following an incident which may give rise to claim under section 6. If
 You do, We may reduce or refuse Your claim to the extent We are prejudiced.
- You must as soon as reasonably possible send Us any writ, summons or legal documents You receive and You or any other person on Your behalf must not respond to any of these documents.
- You agree to provide Us with any information connected with the claim We reasonably ask for including details of Your Pet's history.
- You agree to tell Us or help Us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- 5. 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 \$3 million, **We** will pay no more than \$3 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 \$3 million, and another of \$5 million, **We** will pay no more than \$5 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 of liability incurred by **You** that are caused by, arise out of, or are in any way related to or connected with:

Your Certificate of Insurance	A Condition specifically excluded on Your Certificate of Insurance.
Your Pet's age	Any 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 coursing.
Your Pet's breed	Any breed of dog that is banned by any New Zealand Government, Public or Local Authority or any dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Dingo, Japanese Tosa, Fila Brasileiro, Czechoslovakian Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid. (This list may be modified from time to time).
Laws and regulations	 a. Any dog of Yours that must be registered under the relevant legislation dealing with dangerous dogs, Dangerous Dog Act, or any further amendments to such legislation. Any dog declared as a dangerous dog by a Government authority 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 AQIS Pet Importation Regulation. 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 de- sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or Elective surgery including but not limited to dew-claw removal, prescription diet foods, and any Treatment not related to an Injury , Illness , or trauma. Elective 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 lnjury or Illness, and/or b. physical loss or damage to property, c. except to the extent You have such cover under Section 6 - Legal Liability for dogs of this Policy in relation to Your dog.

Claiming

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

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

Notifying Us of a potential claim

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

Requesting a claim form

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

When to claim under Veterinary Fees and Complementary Treatment:

Claims must be sent to ${\rm Us}$ as soon as possible, but no later than one year after the ${\rm Treatment}$ 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
- 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**.

How to claim

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

- Downloading and completing a claim form from www.thewarehouse.co.nz/c/warehouse-insurance/pet-insurance; or
- 2. Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by Your Vet) and We will pay the Veterinary Practice directly. You will need to pay Your Vet the applicable Excess(es) and any non-claimable items. Claims for Veterinary Fees and Complementary Treatment must be notified to Us no later than one year after the Treatment date. We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.
- 3. Contact Us as soon as reasonably possible about any incident that happens involving Injury to a person, another animal or property even if You don't believe a claim will be made against You at the time. Call Us on 0800 968 687 between 8:30am 5:00pm Monday to Friday. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim. Any writ, summons or legal documents received by You need to be sent to Us as soon as reasonably possible. You must not respond to any of these documents.
- Please send Us the following supporting documentation related to Your claim or incident:

 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 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 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.
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 will 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 Vet that We choose. If the Vet We choose 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.
 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	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 Benefit

Changes to this Notice

We keep Our privacy notice under regular review. This notice was last updated on the 1st July 2020.

Contacting Us

If You have any questions relating to the processing of Your information, please contact $\ensuremath{\text{Us}}$:

Pet Insurance By The Warehouse Customer Centre PO Box 112250 Penrose, Auckland 1642, New Zealand Ph: 0800 968 687

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

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 By Email In Writing 0800 968 687

info@thewarehousepetinsurance.co.nz

Pet Insurance by The Warehouse PO Box 112250 Penrose Auckland 1642

Website

thewarehouse.co.nz/c/ warehouse-insurance/Pet-insurance

National Relay Service nzrelay.co.nz

Product Promoter

The Warehouse Limited

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.



