

# Everything you need to know

Your 'Covered for Life' Pet Insurance Policy Booklet

Please read in conjunction with your Certificate of Insurance to understand the cover for your pet.









## Dear policyholder,

Thank You for considering insuring with Petplan, 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. We do all we can to make the claims process as quick and easy as possible so You can count on prompt and caring service from Our experienced staff when You need it most.

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

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

The Petplan Team

## **Contents**

| Product Disclosure Statement  |          |
|---|----------|
| About this Insurance  |          |
| Who is the insurer?   |          |
| Who is the Administrator?   |          |
| Our contract with You   |          |
|   |          |
| Terms and Conditions  |          |
| Some words have special meanings  |          |
| Your obligation to comply with the Policy terms and conditions  Your Duty of Disclosure               |          |
| Who does the duty apply to?   |          |
| What happens if the duty of disclosure is not complied with?  |          |
| What type of insurance is this?   |          |
| How long does my Policy run for?  |          |
| Policy Summary  | 3        |
| Applying for cover – Eligibility  |          |
| Policy Limits and Exclusions  |          |
| Excess  | 7        |
| Costs   |          |
| Payments by Instalments   |          |
| Goods and Services Tax (GST)  |          |
| Your cooling-off period and Cancellation rights   |          |
| How do I make a claim?  |          |
| Updating this PDS  Further information and confirmation of transactions                               |          |
| Your Pet Insurance Policy - Details   |          |
| Definitions   |          |
|   |          |
| General Conditions  |          |
| Cover   |          |
| Section 1a – Veterinary Fees  |          |
| Section 1b - Alternative or Complementary Treatment   | 20       |
| Section 2 – Death from Injury   | 23       |
| Section 3 – Death from Illness  |          |
| Section 4 – Theft or Straying   |          |
|   |          |
| Section 5 – Advertising and Reward  |          |
| Section 6 – Third Party Liability   |          |
| Section 7 – Boarding Fees   |          |
| Section 8 - Holiday Cancellation  |          |
| Section 9 – Emergency Repatriation  |          |
| Section 10 – Quarantine Expenses and Loss of Documents  | 30       |
| General Exclusions  | 31       |
| Notifying Us of a potential claim:  | 33       |
| Requesting a claim form:  |          |
| Fraud   |          |
| Making a Claim  |          |
| How to claim  |          |
| Excess  |          |
| Fixed Excess  |          |
| Optional Pet % Share Excess   |          |
| Age Excess  |          |
| How We use Your data  |          |
| Privacy Notice  |          |
| Information we process  |          |
| Information containing personal and sensitive personal information  Collecting electronic information |          |
| Outcoming Electronic initination  | 36<br>36 |

| Who we share Your information with?           | 37 |
|---|----|
| Why it is necessary to share information?     | 37 |
| International Transfers                       | 37 |
| Your rights                                   | 37 |
| Providing consent to process Your information | 37 |
| Changes to this Notice                        | 37 |
| Contacting Us                                 | 38 |
| Sanctions                                     | 38 |
| Choice of Law and Jurisdiction                | 38 |
| Service of Suit                               | 38 |
| Language                                      | 38 |
| Making a Complaint                            | 38 |
| Information About Petplan's Services          | 39 |
| Information on Remuneration                   |    |
| Compensation Arrangements                     | 39 |
|   |    |
|   |    |
|   |    |

## **Product Disclosure Statement**

This Product Disclosure Statement ('PDS') which includes the **Policy** wording contains important information about this Dog and Cat insurance and how it works.

#### About this Insurance

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

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

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account **Your** objectives, financial situation or needs.

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

#### Who is the insurer?

MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA. is the Insurer of the  ${f Policy}.$ 

MS Amlin Syndicate 2001 at Lloyd's is managed by MS Amlin Underwriting Limited. Registered office The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG. Registered in England Company No. 02323018.

MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

#### Who is the Administrator?

Petplan Australasia Pty Ltd 2097390 (**Petplan**) is the sole Administrator of the **Policy** acting under a binder granted by the Insurer that authorises it to issue, vary and dispose of this Insurance and to manage and settle claims and deal with complaints. **Petplan** can be contacted as follows, Postal Address: PO Box 112250, Penrose Auckland 1642 Head Office: 101D Station Road, Penrose Auckland 1061 Ph: 0800 255 426 Fax: (09) 353 155.

In arranging this insurance **Petplan** acts as agent for MS Amlin Syndicate 2001 at Lloyd's and not as **Your** agent.

#### Our contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between **Us** and **You** (see the definition of 'You' for details of who is covered by this term). The **Policy** consists of:

- this document which sets out the standard terms of Your cover and its limitations:
- the relevant Certificate of Insurance issued by Us. The Certificate of
  Insurance is a separate document, which shows the insurance details
  relevant to You. It may include additional terms, conditions and exclusions
  relevant to You that amend the standard terms of this document. Only those
  sections shown as covered in Your Certificate of Insurance are insured.
  If the Policy is varied during the Period of Insurance We will send You an
  updated Certificate of Insurance taking into account the variations; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS). 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.

#### 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 2.

#### Some words have special meanings

Certain words used in the **Policy** have special meanings. The **Definitions** section of this document on pages 9, 10, 11, 12, 13 and 14 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 (to the extent permitted by law) decline or reduce any claim payment and/or cancel the **Policy**.

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 cancel the **Policy** and/ or reduce the amount **We** pay if **You** make a claim. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

#### What type of insurance is this?

Subject to the **Policy** terms and conditions (including exclusions and limits, this **Policy** covers the cost of **Veterinary Fees** if **Your Pet** is injured or becomes ill. Providing **You** renew **Your Policy** each year and continue to pay the premium, the **Policy** will give **You** continuous **Veterinary Fees** cover

for ongoing or long-term **Conditions**, providing the **Injury** first happened after **You** obtained cover, or the **Illness** first showed **Clinical signs**, after **You** obtained cover and the conclusion of the 21 day **Waiting Period**.

#### How long does my Policy run for?

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

## **Policy Summary**

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

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

#### Applying for cover - Eligibility

Eligible cats or dogs can be covered from the age of 8 weeks and before their 8th birthday. **Select Breeds**, as defined under Definitions, are eligible for cover from the age of 8 weeks and before their 5th birthday. **Your** cat or dog must live in **New Zealand**.

The following dogs are not eligible for cover:

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

Other eligibility criteria may apply and  $\mbox{We}$  will tell  $\mbox{You}$  what they are when  $\mbox{You}$  apply.





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

#### **COVER SUMMARY**

#### We will pay the cost of Veterinary **Veterinary Fees** 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. We will also cover Physiotherapy and Treatment provided during the Period of Insurance of a Behavioural Illness when carried out by a Member of a Veterinary Practice or one of Our recognised associations.

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

#### Alternative or Complementary Treatment

We will pay the cost of the following procedures when referred and endorsed by Your Vet and carried out in New Zealand

| Alternative or |  |  |
|----------------|--|--|
| Complemen-     |  |  |
| tary Treatment |  |  |
| (cont.)        |  |  |

to treat Your Pet's Injury and Illness during the Period of Insurance:

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

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

#### Theft or Straying

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

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

#### Third Party Liability (Dogs only)

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

- death, bodily Injury or Illness; and/or
- physical loss of or damage to property occurring during the Period of Insurance and which is caused by an Accident involving Your dog.

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

#### **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

#### **Policy Benefits**

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

|  | life<br>Classic  | life<br>Ultimate   |
|--|--|--|
| Covered for Life                                   | $\checkmark$   | $\checkmark$   |
| Veterinary Fees                                    | For Dogs A choice of either \$10,000 or \$15,000 For Cats A choice of either \$9,000 or \$10,000 for Treatment of Injury, Accident or Illness. | For Dogs<br>\$20,000<br>For Cats<br>\$15,000<br>for Treatment of Injury,<br>Accident or Illness.   |
| Alternative or<br>Complementary<br>Treatment       | \$2,000 (Any amounts paid under this benefit are part of the Policy Aggregate of Veterinary Fees).   | \$4,000 (Any amounts paid under this benefit are part of the Policy Aggregate of Veterinary Fees). |
| Third Party<br>Liability                           | \$3 million<br>(Dogs only)   | \$5 million<br>(Dogs only)   |
| Death from<br>Illness                              | Up to \$1,500 – <b>Optional</b><br><b>Extra Benefit</b>  | Up to \$2,000  |
| Death from<br>Injury                               | Up to \$1,500 – Optional<br>Extra Benefit  | Up to \$2,000  |
| Boarding Fees                                      | Dogs \$1,000<br>Cats \$500   | \$2,000  |
| Advertising & Reward                               | \$1,000  | \$2,000  |
| Loss by Theft or Straying                          | \$1,500 – Optional<br>Extra Benefit  | \$2,000  |
| Holiday<br>Cancellation                            | Dogs \$1,000<br>Cats \$500   | \$2,000  |
| Quarantine<br>expenses<br>and Loss of<br>Documents | \$1,000  | \$1,000  |
| Emergency<br>Repatriation                          | \$500  | \$500  |
| Multi-pet<br>Discount                              | $\checkmark$   | $\checkmark$   |

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

<sup>\*\*</sup>Please note, **Your Pet** will only be covered under Classic Cover for 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. Optional Extra Benefits** are automatically included in Ultimate Cover.

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

| pay for roun roup.    |  |  |
|-----------------------|--|--|
| Theft or Straying     | If Your Pet is stolen or<br>goes missing during the<br>Period of Insurance<br>in New Zealand and<br>cannot be found. | The maximum amount <b>We</b> will pay in relation to these benefits is shown on <b>Your Certificate of Insurance</b> . |
| Death from<br>Injury  | If Your Pet dies during<br>the Period of Insurance<br>in New Zealand due to<br>an Injury.                            | ilisurance.  |
| Death from<br>Illness | If Your Pet dies during<br>the Period of Insurance<br>in New Zealand due to<br>an Illness.                           |  |

## **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.
- Any animal less than 8 weeks old at the time of commencement of cover.
- 3. Any Illness which starts in the first 21 days of cover (Waiting Period), or any Pre-Existing Conditions. If Your Pet was injured or ill at any time before the commencement of Your insurance, We will not cover any costs relating to that Injury or Illness. This applies regardless of whether or not We place any exclusion(s) for the Injury/Illness in Your Certificate of Insurance.

See 'What We will not pay – applying to Veterinary Fees and Complementary Treatment' – points 2 and 3, and 'What We will not pay – applying to Death from Injury and Death from Illness' – points 3 and 4.

- 4. Any amount for death from an Illness or disease occurring after Your Pet's 8th birthday, or if Your Pet is a Select Breed, its 5th birthday. See 'Definitions' – Select Breeds, and 'What We will not pay – applying to death from Injury and death from Illness' - point 7.
- 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; dental check-ups and dental scale & polish or teeth cleaning, or removal of misaligned or retained deciduous teeth.
- 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.
- 7. Dogs being used for guarding, track racing or coursing.
- 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.
- 9. 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.
- 11. 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.
- 13. Any amount caused by, arising out of or in any way connected with You breaking New Zealand animal health or importation laws or regulations.
- 14. Legal costs, expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.
- 15. 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.
- 16. 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.
- 17. Any amount resulting from an Illness that Your Pet contracted while outside Australia or New Zealand, that it would not normally have contracted in Australia or New Zealand.
- 18. Any amount resulting from a disease transmitted from animals to humans.
- Any pandemic disease that causes widespread Illness, death or destruction affecting dogs and cats.
- Any dog not vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and Vets recommend vaccination) and parvovirus.
- 21. Any cat not vaccinated against feline infectious enteritis, feline leukaemia and cat flu, or other disease that there is a known vaccine and Vets recommend vaccination.
- 22. 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.
- 23. Subject to the Policy terms and Conditions (including exclusions and limits, this Policy covers the cost of Veterinary Fees if Your Pet is injured or becomes ill. Providing You renew Your Policy each year and continue to pay the premium, the Policy will give You continuous Veterinary Fees cover for ongoing or long-term Conditions, providing the Injury first happened after You obtained cover, or the Illness first showed Clinical signs, after You obtained cover and the conclusion of the 21 day Waiting Period.

See 'What **We** will not pay – applying to **Veterinary Fees** (Section 1A) and Complementary **Treatment**' (Section 1B)– points 2 and 3, and 'What **We** will not pay – applying to Death from **Injury** (Section 2) and Death from **Illness**' (Section 3)– points 3 and 4.

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

- 24. Any amount if Your Pet lives permanently outside of New Zealand.
- 25. 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**

If You make a claim under any section of the Policy You may be required to pay an Excess. 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.

#### 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 of **Your Pet**, where **You** live and relevant claims history etc).

You will also have to pay any compulsory government charges (e.g. Stamp Duty and 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 (excluding government charges) is apportioned as follows: 70% Insurer premium, 30% Administrator management fee. If a person has referred **You** to **Us**, **We** may pay them a part of the Administrator fee. 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 14 days allows Us to refuse to pay a claim.

#### Goods and Services Tax (GST)

All monetary limits in the Policy are inclusive of GST.

#### 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.

We will not accept Policy cancellation requests by telephone. To exercise Your cooling off rights You must advise Us of Your intention to cancel in writing. Send written confirmation to: Petplan Pet Insurance, PO Box 112250, Penrose Auckland 1642 or email to info@petplan.co.nz

**We** may deduct from **Your** refund amount any reasonable administrative and transaction costs incurred by **Us** that are reasonably related to **You** buying and cancelling the **Policy** and any government taxes or duties **We** cannot recover.

After the cooling off period has ended, **You** still have cancellation rights, however **We** may deduct a pro rata proportion of the premium for time on risk, plus any reasonable administrative costs and any government taxes or duties **We** cannot recover (refer to 'General **Conditions**'. Cancellation on pages 15 and 16, 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 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 invoices setting out the costs involved.

You can notify Us of a claim and obtain a claim form by calling 0800 255 426 or emailing claims@petplan.co.nz. Alternatively, if You already have a claim form or have downloaded a claim form from Our Website at (<a href="http://www.petplan.co.nz/pdf/dog\_cat\_claim\_form.pdf">http://www.petplan.co.nz/pdf/dog\_cat\_claim\_form.pdf</a>.) You can notify Us by sending the completed claim form to: Petplan Claims Centre, PO Box 112250, Penrose Auckland 1642.

#### **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. If they do We will tell You in the relevant document.

#### Further information and confirmation of transactions

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

#### Your Pet Insurance Policy - Details

Details of **Your Pet's** cover are outlined in the **Policy** and the **Certificate of Insurance**. There are 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 <b>Accidents</b> consequent upon or attributable to one source or original cause are treated by <b>Us</b> as one <b>Accident</b> . This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time.   |
|--|--|
| Acupuncture or<br>Homeopathy                 | means <b>Acupuncture or Homeopathy</b> which is carried out by a <b>Vet</b> .  |
| Alternative or<br>Complementary<br>Treatment | means the cost of any examination, consultation, advice, test and legally prescribed medication for the following procedures where they treat an Illness or Injury. This includes any Veterinary Treatment specifically needed to carry out the procedure;  1. Acupuncture or Homeopathy carried out by or Herbal Medicine prescribed by a Member of a Veterinary Practice.  2. Chiropractic Manipulation carried out by a Member of a Veterinary Practice, providing the member is a qualified animal chiropractor.  3. Hydrotherapy carried out by a Member of a Veterinary Practice in a pool/water treadmill owned by the Veterinary Practice providing the member is a qualified animal Hydrotherapist.  4. Osteopathy carried out by a Member of a Veterinary Practice providing the member is a qualified animal Osteopath. |

| Agreed<br>Countries                                  | means any <b>New Zealand</b> Customs Service approved Countries from which a Dog or Cat can return to <b>New Zealand</b> from that does not require quarantine. (At the date of this document the countries specified are Australia, Cocos (Keeling) Island, Norfolk Island)  |
|--|---|
| New Zealand  | means Commonwealth of <b>New Zealand</b> .  |
| Behaviour<br>modification<br>programme               | means a programme written by an Animal Behaviourist who is a <b>Member of a Veterinary Practice</b> detailing specific techniques to be used and action to be taken with the aim of permanently changing <b>Your Pet's</b> behaviour.   |
| Behavioural<br>Illness                               | means any change to <b>Your Pet's</b> normal behaviour, resulting from a mental or emotional disorder diagnosed by a <b>Vet</b> .   |
| Bilateral<br>Condition                               | means any <b>Condition</b> affecting body parts of which the <b>Pet</b> has at least two, including, but not limited to eyes, ears, patella's (knees), cruciate ligaments. When applying an exclusion, <b>Bilateral Conditions</b> are considered the one <b>Condition</b> .  |
| Certificate of Insurance                             | means the relevant <b>Certificate of Insurance We</b> issue including on renewal or variation of the <b>Policy</b> containing details of the cover provided under the <b>Policy</b> , including any exclusions and other specific insurance details that <b>We</b> have applied to <b>Your</b> cover.   |
| Clinical sign(s):                                    | means change(s) in <b>Your Pet's</b> normal healthy state, its bodily functions or behaviour.   |
| Condition  | means any <b>Condition</b> that causes discomfort, dysfunction, distress, including <b>Injuries</b> , disabilities, disorders, <b>Clinical signs</b> , syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the <b>Pet</b> afflicted.   |
| Covered for<br>Life Policy                           | means with this cover <b>You</b> can continue to claim for the <b>Treatment</b> for on-going <b>Illness</b> or <b>Injuries</b> throughout <b>Your Pet</b> 's lifetime, provided <b>You</b> renew the <b>Policy</b> annually without a break in cover.   |
| Chiropractic<br>Manipulation                         | means <b>Chiropractic Manipulation</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal chiropractor.   |
| Elective<br>Treatment,<br>diagnostic or<br>procedure | means a <b>Treatment</b> that is, but not limited to, de-sexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or elective including but not limited to dew-claw removal, prescription diet foods, and any <b>Treatment</b> not related to an <b>Injury</b> , <b>Illness</b> , or trauma. <b>Elective</b> surgery or <b>Treatment</b> that is beneficial to the <b>Pet</b> but is not essential for <b>Your Pet's</b> survival or does not form part of a <b>Treatment</b> for an <b>Injury</b> or <b>Illness</b> , or any <b>Treatment</b> , diagnostic or procedure <b>You</b> request, which the <b>Vet</b> confirms is not necessary to treat an <b>Injury</b> or <b>Illness</b> . |
| 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 and Alternative or Complementary Treatment Excesses may be either:   |

| Excess (cont.)  | <ul> <li>a. the Fixed Excess only; or</li> <li>b. the Fixed Excess and the Optional Pet % Share Excess;</li> <li>An additional Age Excess may also apply and where applicable will be shown on Your Certificate of Insurance.</li> <li>Separate Excesses apply for Veterinary Fees and Alternative or Complimentary Treatment which means if You claim under both benefits for the same Injury or Illness, You will pay an Excess for each benefit.</li> </ul> |
|---|--|
| Family  | means <b>Your Immediate Family</b> and, grandparents, brothers, sisters, grandsons, and/or granddaughters including <b>Family</b> of step and defacto relationships.   |
| Herbal<br>Medicine  | means <b>Herbal Medicine</b> prescribed by a <b>Member of</b> a <b>Veterinary Practice</b> .   |
| Home  | means the place in $\mbox{\bf New Zealand}$ where $\mbox{\bf You}$ usually live.   |
| Hydrotherapy  | means the <b>Treatment</b> of <b>Injury</b> and <b>Illness</b> , with, or in, water, including swimming in a pool and the use of a water treadmill, which is carried out:  • By a <b>Member of a Veterinary Practice</b> providing the <b>Hydrotherapy</b> is carried out in a pool/water  |
|   | treadmill owned by the veterinary practice.  |
| Illness   | means any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities <b>Your Pet</b> was born with or were passed on by its parents.   |
| Illness which<br>starts in the<br>first 21 days of<br>cover | means an Illness that: a) Showed Clinical signs, b) Is the same as, or has the same Clinical signs or diagnosis as an Illness that showed Clinical signs, c) Is caused by, relates to, or results from, a Clinical sign that first occurred, or an Illness that, showed Clinical signs, d) In the first 21 days of:  • Your Pet's first Policy Year, or • The section being added to Your insurance.   |
|   | No matter where the <b>Illness</b> or <b>Clinical signs</b> occur or happen in, or on, <b>Your Pet's</b> body.   |
| Immediate<br>Family   | means spouse, civil partner, life partner, partner, defacto partner, parents, sons and daughters, including <b>Family</b> of step and/or defacto relationships.  |
| Injury  | means a physical <b>Injury</b> or trauma caused immediately, solely and directly from an <b>Accident</b> . This does not include any physical <b>Injury</b> or trauma that happens over a period of time or is of a gradual nature.  |
| Journey   | means travel from Your Home within New Zealand or<br>any of the Agreed Countries undertaken during the<br>Period of Insurance for a maximum of 90 days for<br>all journeys in the Period of Insurance. This includes<br>the duration of Your holiday or business trip and any<br>travel, in and between New Zealand and an Agreed<br>Country and return Journeys to Your Home.   |
|   |  |

| Market Value                    | means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time <b>You</b> took ownership of <b>Your Pet</b> as determined by <b>Us</b> .  |
|---------------------------------|--|
| Maximum<br>Benefits             | means the most <b>We</b> will pay for the relevant level of cover <b>You</b> have chosen during the <b>Period of Insurance</b> as set out in the <b>Certificate of Insurance</b> , subject to exclusions of the <b>Policy</b> and subject to the <b>Policy Aggregate</b> less the applicable <b>Excess.</b>  |
| Member of a Veterinary Practice | means any person legally employed by a <b>Veterinary Practice</b> under a contract of employment, other than a <b>Vet</b> who may be the Insured.  |
| Osteopathy                      | means <b>Osteopathy</b> which is carried out by a <b>Member of a Veterinary Practice</b> who is a qualified animal Osteopath.  |
| Our Vet                         | means any <b>Vet</b> appointed or engaged by <b>Us</b> to carry out <b>Treatment</b> to <b>Your Pet</b> or discuss <b>Your Pet's Treatment</b> with <b>Your Vet</b> .  |
| Optional Extra<br>Benefit       | means an additional Benefit that <b>You</b> can elect to include in addition to the basic insurance. There are <b>Optional Extra Benefits</b> in <b>Petplan</b> Covered 4 Life Classic Cover:  a. Theft or Straying  b. Death from <b>Illness</b> c. Death from <b>Injury</b> For <b>Optional Extra Benefits</b> to be included <b>You</b> must select the Option and pay an additional premium. If applicable the <b>Optional Extra Benefit</b> will be shown on <b>Your Certificate of Insurance</b> . |
| Petplan <sup>®</sup>            | Is a Registered Trade Mark, and Products sold under<br>this Trade Mark in <b>New Zealand</b> are sold exclusively<br>by Petplan Australasia Pty Ltd under Licence from Pet<br>Plan Limited.  |
| Pet<br>Immigration<br>Rules     | means a system that allows pet owners in <b>New Zealand</b> to take their pets to the <b>Agreed Countries</b> and bring them back to <b>New Zealand</b> without the need for quarantine.   |
| Policy<br>Aggregate             | means the total amount payable for all Veterinary Fees and Alternative or Complementary Treatment for Injuries and/or Illnesses occurring during any one Policy Year as specified in the Certificate of Insurance.   |
| Policy                          | means this document and the <b>Certificate of Insurance</b> and any other documents <b>We</b> issue to <b>You</b> which are expressed to form part of the <b>Policy</b> terms, which set out the cover <b>We</b> provide for the <b>Period of Insurance</b> . For the sake of clarity, it does not include any prior <b>Policy</b> that this is a renewal of or any future <b>Policy</b> that is a renewal of this <b>Policy</b> .   |
| Policy Year                     | means the time during which <b>We</b> give cover as shown on <b>Your Certificate of Insurance Policy</b> details. This is normally 12 months but may be less if <b>Your Pet</b> has been added to, or cancelled from, <b>Your</b> insurance.   |
| Period of<br>Insurance          | means the time during which <b>We</b> give cover as shown on <b>Your Certificate of Insurance</b> . It does not refer to any prior <b>Period of Insurance</b> if the <b>Policy</b> is a renewal of a previous <b>Policy</b> or any future <b>Period of</b>   |

#### Period of Insurance (cont.)

Insurance for any Policy You may enter into with Us upon renewal. Each Period of Insurance is treated as separate. This is normally 12 months but may be less if Your Pet has been added to Your Insurance or it has been cancelled.

#### **Physiotherapy**

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

#### Pre-Existing Condition(s)

means any Condition(s) or symptom(s), sign(s) or Clinical sign(s) of that Condition, Injury or Illness occurring or existing in any form that;

- a. Has happened or first showed Clinical signs:
- b. Has the same diagnosis or Clinical signs as an Injury, Illness or Clinical sign Your Pet had; or,
- c. Is caused by, relates to, or results from, an Injury, Illness or Clinical sign Your Pet had

Occurring or existing:

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

This applies no matter where the **Injury**, **Illness** or Clinical sign(s) occurred or happen in, or on, Your Pet's body. This is regardless of whether or not We place any exclusion(s) for the Injury/Illness. For the avoidance of doubt when referring to Pre-Existing Conditions, 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; dental check-ups and dental scale & polish or teeth cleaning, removal of misaligned or retained deciduous teeth.

#### 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.

#### **Therapist**

means a Certified Clinical Animal Behaviourist who is a Member of a Veterinary Practice.

| Travel<br>Documents                | means the Pet's Import Permit issued by <b>New Zealand</b> Customs Service, any Vaccination Certificates and/ or Certificate for <b>Treatment</b> against parasites issued for <b>Your Pet</b> under the Regulations for taking a pet to <b>New Zealand</b> .  |
|------------------------------------|--|
| Treatment                          | means Veterinary Treatment or Alternative or Complementary Treatment.  |
| Treatment of a Behavioural Illness | means the <b>Treatment</b> , by a <b>Therapist</b> who is <b>Member of a Veterinary Practice</b> , of a change(s) to <b>Your Pet's</b> normal behaviour that is caused by a mental or emotional disorder which could not have been prevented by training and/or spaying/castration.  |
| Vet                                | means a registered Veterinarian, Specialist Veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in <b>New Zealand</b> , other than a <b>Vet</b> who may be the Insured.  |
| Veterinary Fees                    | means the amount <b>Vets</b> in general or referral practices usually charge.  |
| Veterinary<br>Practice             | means any veterinary service provided by a veterinary organisation or business.  |
| Veterinary<br>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  • Acupuncture, Physiotherapy and Treatment of a Behavioural Illness |
| Waiting Period                     | means a period of 21 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.  |
| We, Us, Our                        | means <b>Petplan</b> acting on behalf of MS Amlin<br>Syndicate 2001 at Lloyd's, One Lime Street, London<br>EC3M 7HA, the Underwriter and Insurer of <b>Your</b><br><b>Policy</b> .   |
| You, Your                          | means the person(s) named on the $\mbox{\bf Certificate}$ of $\mbox{\bf Insurance}.$   |
| Your Pet                           | means the dog or cat named on the <b>Certificate of Insurance</b> .  |
|                                    |  |

#### **General Conditions**

#### Conditions of the Policy

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

#### Caring for Your Pet (Dental, Vaccinations)

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

- a. You must provide Routine or Preventative Treatment normally recommended by a Vet to prevent Illness or Injury. If there is a disagreement between You and Us as to what reasonable steps are, the details will be referred to an independent national Welfare body or an independent Vet mutually agreed upon.
- b. You must arrange and pay for Your Pet to have a yearly dental examination and to receive any oral Treatment normally recommended by a Vet to prevent Illness or Injury. Any Treatment recommended as a result of the dental examination must be carried out as soon as possible. If You do not comply with this obligation then any claims which relate to dental We may refuse or reduce the amount We pay under the claim.
- 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 Vets recommend vaccination) and any other vaccination recommended to You by a Vet.

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

If You do not keep Your Pet vaccinated, We may refuse or reduce the amount We pay under the claim that result from any of the above Illnesses.

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

#### Claims Pre-Authorisation

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.

#### 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.

# Legal rights against others (cont.)

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 give Us all the help You can 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 **Our Vet** as to whether the fees are reasonable. If **Our Vet** does not agree that the **Veterinary Fees** charged are reasonable **We** may decide to pay only the **Veterinary Fees** usually charged by a general or referral practice in a similar area as determined by **Our Vet**.

#### Claims - Over Treatment

If We consider the Veterinary Treatment or Alternative or Complementary Treatment Your Pet receives may not be required, or may be excessive when compared with the Treatment normally recommended to treat the same Illness or Injury by general or referral practices, We reserve the right to request a second opinion from Our Vet. If Our Vet does not agree that the Veterinary Treatment or Alternative or Complementary Treatment provided is reasonably required We may decide to pay only the cost of the Veterinary Treatment or Alternative or Complementary Treatment or Alternative or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by Our Vet from whom We have requested the second opinion.

#### Claims -Veterinary information

You agree that any Vet or Therapist has Your permission to release any information We ask for about Your Pet. If the Vet or Therapist makes a charge for this, You must pay the charge.

#### Claims -Settlement

When  ${\bf We}$  settle  ${\bf Your}$  claim,  ${\bf We}$  reserve the right to deduct from the claim amount, any amount due to  ${\bf Us}.$ 

#### Cancelling Your Policy

You can cancel Your Policy by writing to Us. You are entitled to a refund of the money You have paid for the Period of Insurance after the cancellation date.

# Cancellation rights

- In addition to Your Cooling off rights detailed earlier, You may cancel the Policy at any time by notifying Us.
- Cancellation by You will be effective from 16:00 (4:00pm) NZST on the day We receive Your notice of cancellation.
- c. We have the right to cancel the Policy where permitted by and in accordance with law. For example, We may cancel:
  - If You failed to comply with Your Duty of Disclosure; or
  - ii. Where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy; or

#### Cancellation rights (cont.)

- iii. Where You have failed to comply with a provision of the Policy, including the term relating to payment of premium; or
- iv. Where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that the Policy covers You, and We may do so by giving You three days' notice in writing of the date from which the Policy will be cancelled. The notification may be delivered personally or posted to You at the address last notified to Us.
- d. Cancellation by Us will be effective from the later of 16:00 (4:00pm) NZST on the third business day after the day it is given to You or such other date specified in the cancellation notice.

If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative and transaction costs related to the acquisition and termination of the Policy We incur 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.

#### **Paying Your** premium

- a. If You pay by monthly instalments and if You do not pay an instalment on time, then if the outstanding instalment remains unpaid for at least 14 days We can refuse to pay a claim arising after the payment was due or if the installment 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.
- b. If Your instalments are frequently late or missed We also reserve the right to have You pay all premiums due until the end of the current Period of Insurance.
- c. 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.
- d. 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 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).

# Changes at renewal

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

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

# Upgrading cover

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

#### Changes during the Period of Insurance

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

- a. You decide to change Your Pet's cover.
- 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 occurred prior to the change in the level of cover.

# Exclusions applicable to Your Pet

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

- Any Illness which starts in the first 21 days of cover (Waiting Period).
- b. In addition to the exclusions set out in these Terms and Conditions, the Policy does not cover any amount that results from an Injury, Illness or incident which is shown as excluded on Your Certificate of Insurance.
- Some exclusions are temporary and upon request may be lifted following underwriting review.

#### **Policy Limits**

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

#### **Travel Cover**

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

a. This type of cover is limited to the Agreed Countries for a maximum of 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         | <ul> <li>a. New Zealand law applies to this insurance contract.</li> <li>b. Unless We agree otherwise the language of the Policy and all communications relating to it will be in English.</li> </ul>   |
|----------------------|---|
| Your Residence       | <ul> <li>a. Your Pet must live in New Zealand.</li> <li>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.</li> </ul>  |
| False information    | If <b>You</b> have provided false information or make a false or exaggerated claim, or any claim involving <b>Your</b> dishonesty, this <b>Policy</b> will end and <b>We</b> will not make any further payments.  |
| Fraudulent<br>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 <b>Policy</b> is subject to any rights and remedies <b>You</b> have under the Insurance Contracts Act 1984.   |

#### Cover

At Petplan, We are proud of the insurance cover We provide for pets – in fact, every Pet deserves Petplan. 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 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.

#### What We will pay

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

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

#### What You 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 shown on Your Certificate of Insurance.

## Section 1b

## Alternative or Complementary Treatment

Cover under this section applies in New Zealand only

#### What We will pay

When referred and endorsed by Your Vet, the cost of any examination, consultation, advice, test and legally prescribed medication for the following when it is deemed necessary by Your Vet to treat an Injury and/or Illness:

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

For up to 10 sessions in total per Period of Insurance.

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

#### What You 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 shown on Your Certificate of Insurance.

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

(applying to Veterinary Fees and Alternative or Complementary Treatment

- 1. 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.
- The cost of any **Treatment** for a **Pre-Existing Condition**.
  The cost of any **Treatment** for an **Illness which starts in the first 21** days of cover.
- To the extent permitted by law, costs of any **Treatment** for:
  - a) an Injury that happened or an Illness that first showed Clinical signs before Your Pet's cover started; or,
  - b) an Injury or Illness that is the same as, or has the same diagnosis or Clinical sign as an Injury, Illness or Clinical sign Your Pet had before its cover started; or,
  - c) an Injury or Illness that is caused by, relates to or results from an Injury, Illness or Clinical signs Your Pet had before its cover started, no matter where the Injury, Illness or Clinical signs occurred or happened in, or on Your Pet's body.
- 5. To the extent permitted by law, for the costs of any Treatment of: a) an Illness that first showed Clinical signs within 21 days of Your Pet's
  - cover starting; or,
  - b) an Illness which is the same as, or has the same diagnosis or Clinical signs as an Illness that first showed Clinical signs within 21 days of Your Pet's cover starting; or,
  - c) an Injury or Illness that is caused by, relates to or results from a Clinical sign(s) that first occurred, or an Illness that first showed Clinical signs within 21 days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical signs occurred or happened in, or on Your Pet's body.
- 6. The cost of any Treatment to prevent Injury or Illness.
- 7. The cost of any Elective, Routine or Preventative Treatment, diagnostics or procedure, or any Treatment that You choose to have carried out that is not directly related to an Injury or Illness, including any complications that arise.
- The cost of any **Treatment**, or complications arising from **Treatment**, that You choose to have carried out that is not directly related to an Injury or Illness, including cosmetic dentistry.
- The cost of killing and controlling fleas, general health improvers and any Treatment in connection with breeding, pregnancy or giving birth.
- 10. The cost of any vaccinations, spaying and castration other than the cost of treating any complications arising from these procedures.
- 11. The costs of having Your Pet:
  - a) Put to sleep, including any **Veterinary** consultation/visit or prescribed

- medication specifically needed to carry out the procedure, or b) Cremated, buried or otherwise disposed of.
- For the cost of a post mortem 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, 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.
- 19. 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.
- 21. For the cost of dental Treatment unless Your Pet had a dental examination carried out by a Vet in the 12 months before the Clinical signs of the Injury or Illness giving rise to the claim were first noted. If any Treatment was recommended as a result of the check, this must have been carried out.
- 22. For the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.
- 23. For the cost of any **Treatment** while on a **Journey** if a **Vet** believes it can be delayed until **Your Pet** returns **Home**.
- 24. For the cost of any **Treatment** if the **Journey** was made to get **Treatment** outside of **New Zealand**.
- For the cost of hiring a swimming pool, Hydrotherapy pool or any other pool or Hydrotherapy equipment.
- For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 27. For the cost of any surgical items that can be used more than once.
- 28. 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.
- In relation to any pandemic disease that causes widespread Illness, death or destruction affecting dogs and cats.
- For the cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.

#### Please also read

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

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

- More than the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- For the cost of any food, including food prescribed by a Vet, unless it is:

   a) Used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to 6 months. A diagnostic test must be carried out to confirm the presence of the stones/crystals.
  - b) Liquid food, used for up to 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.
- For the cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured Behaviour Modification Programme, and then limited to a maximum period of 6 months. If the Behavioural Illness recurs after these 6 months, We will not cover the cost of any further pheromone products for that Behavioural Illness.
- For the cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.
- For the cost of spaying and castration for the Treatment of a Behavioural Illness.
- For the cost of spaying (including spaying following a false pregnancy) or castration, unless:
  - a) The procedure is carried out when **Your Pet** is suffering from an **Injury** or **Illness** for which cover is provided under Section 1A and it is essential to treat the **Injury** or **Illness**, or
  - b) The costs claimed are for the **Treatment** of complications arising from this procedure.
- For the cost of any Treatment in connection with a retained testicle(s) if Your Pet was over the age of 12 weeks when cover started.
- For the cost of any Treatment in connection with false pregnancy if Your Pet has received Veterinary Treatment for a false pregnancy previously.
- 9. For the cost of surgical items that can be used more than once.
- 10. 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.
- 11. For the cost of a post-mortem examination.
- For the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.
- For the cost of any prosthesis, including any Veterinary Treatment needed to fit the prosthesis, other than hip, knee and/or elbow replacement(s).
- 14. For the cost of any Treatment while on a Journey if:
  - a) A **Vet** believes the **Treatment** can be delayed until **Your Pet** returns **Home**, or
  - b) The Journey was made to get Treatment overseas.

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

- More than the Maximum Benefit for Alternative or Complementary Treatment Maximum Benefit for Injury and Illness or which will result in the Maximum Benefit being exceeded, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- 2. The cost of any food, including food prescribed by a Vet.
- The cost of more than 10 sessions in total for the Treatment of an Injury, Illness or Behavioural Illness of Acupuncture, Chiropractic Manipulation, Osteopathy, Hydrotherapy.
- The cost of Treatment for a Behavioural Illness if Your Pet's behaviour is caused by You failing to provide training.

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

- 1. The maximum amount We will pay for the cost of Treatment for Injury and or Illness is the Maximum Benefit that applies on the date the Injury happened or the date the Clinical signs of the Illness first occurred, provided the relevant date falls within the Period of Insurance, subject to exclusions of the Policy and subject to the Policy Aggregate less the applicable Excess.
- If the claim includes medication, these costs will be subject to the Maximum Benefit that applies on the date the medication will be used.
- 3. 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.
- If We receive a request to pay the claim settlement direct to a Veterinary practice, We reserve the right to decline this request.
- We may refer Your Pet's case history to Our Vet and if We request, You must arrange for Your Pet to be examined by Our Vet.
- 6. As Your Pet is insured on a Covered 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 Covered 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).

- 7. If over the life time of Your Pet You have claimed over \$36,000, 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 specialist/consultant Vet. We will pay any costs for this.
  b) All future veterinary Treatment and Alternative or Complementary 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** and **Alternative or Complementary Treatment** may need to be carried out in conjunction with a specialist/ consultant by **Our Vet** or **Therapist We** choose.
- 8. If You decide to take Your Pet to a different Vet or Therapist for a second opinion because You are unhappy with the diagnosis or Treatment provided, You must tell Us before You arrange an appointment with the new Vet or Therapist. If You do not, We will not pay any costs relating to the second opinion. If We request, You must use Our Vet or Therapist We choose. If We decide the diagnosis or Treatment currently being provided is correct, We will not cover any costs relating to the second opinion.
- It is Your responsibility to ensure the Veterinary practice or Therapist is paid within the required time frame:
  - If an additional charge is added to the cost of Treatment due to the late payment of fees, We will deduct this charge from the claim settlement.
  - If the Veterinary practice or Therapist provides a discount for paying the cost of Treatment within a certain time frame, You must provide payment within this time frame. If You do not, We will deduct the discount, which would have been provided, from the claim settlement.

## Section 2 - Death from Injury

Cover under this section applies in New Zealand only.

This section is an **Optional Extra Benefit** under the Classic Cover and only applies if it is shown as covered on **Your Certificate of Insurance**. \*\***Optional Extra Benefits** are automatically included in Ultimate Cover.

#### What We will pay

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

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

#### What You pay

The Excess shown on Your Certificate of Insurance.

## Section 3 - Death from Illness

Cover under this section applies in New Zealand only

This section is an Optional Extra Benefit under the Classic Cover and only applies if it is shown as covered on Your Certificate of Insurance. \*\*Optional Extra Benefits are automatically included in Ultimate Cover.

#### What We will pay

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

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

#### What You pay

The Excess shown on Your Certificate of Insurance.

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

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- To the extent permitted by law, if the death results from an Injury or Illness that happened prior to the Period of Insurance.
- To the extent permitted by law, if Your Pet's death results from a Pre-Existing Condition.
- To the extent permitted by law, if Your Pet's death results from an Illness which starts in the first 21 days of cover.
- Any amount unless Your Vet confirms it was not humane to keep Your Pet alive because it was suffering from an Injury that could not be treated or an incurable Illness.
- 6. Any amount if the death results from breeding, pregnancy or giving birth.
- Any amount if the death results from an Illness or disease in any Select Breed aged 5 years or over, or any other Pet aged 8 years or over.
- Any amount if a claim has not been submitted within one year of Your Pet's death, to the extent that We are prejudiced by the late notification of the claim.
- Any amount if the death results from an Injury or Illness specified as excluded on Your Certificate of Insurance or generally not covered within these terms and conditions.

Please also read 'Special Conditions – applying to Death, Theft or Straying and Advertising and Reward'.

## Section 4 - Theft or Straying

Cover under this section applies in New Zealand only.

This section is an **Optional Extra Benefit** under the Classic Cover and only applies if it is shown as covered on **Your Certificate of Insurance**. \*\*Optional Extra Benefits are automatically included in Ultimate Cover.

#### What We will pay

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

#### What You pay

The Excess shown on Your Certificate of Insurance.

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

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

Please also read 'Special Conditions – applying to Death, Theft or Straying and Advertising and Reward'

## Section 5 - Advertising and Reward

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

#### What We will pay

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

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

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

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

# Special Conditions - applying to Theft or Straying and Advertising and Reward

- You must immediately take all reasonable steps to find or recover Your Pet.
- 2. You must take the following steps:
  - a) Within 24 hours of You discovering Your dog or cat is stolen, You must tell the appropriate authority and obtain written confirmation of Your report. Depending on where You live the appropriate authority may be Your local Council or the police.
  - b) Tell all the **Vets** and local rescue centres within a reasonable distance of the area where **Your** dog or cat was last seen, within five (5) days of **Your Pet** going missing; and
  - c) If **Your** dog or cat has not been found within 30 days, fill in a claim form and return it to **Us** as soon as possible.
- If Your Pet was lost or stolen while being transported by a shipping agent or aircraft, You must immediately report the loss to the operator and obtain written confirmation of Your report.

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

#### 4. For Advertising and Reward only:

a) The **Maximum Benefit** covers the cost of both advertising and the reward. The full **Maximum Benefit** is available for **You** to use for advertising but the amount **You** can use for a reward is limited to 50% of the **Maximum Benefit**.

- b) **You** must obtain **Our** approval before advertising a reward; if not, the cost of the reward will not be covered by the **Policy**.
- c) **You** must provide **Us** with a receipt(s) for any amount which **You** are claiming for. Any costs not supported by a receipt will not be covered by Section 5 of the **Policy**.

#### 5. For Theft or Straying only:

a) To submit a claim for Theft or Straying You must have advertised the loss of Your Pet for at least 30 days and when You claim You must provide Us with evidence showing the advertising took place, the Pet's original Pedigree Certificate and purchase receipt from where You bought Your Pet, where applicable; We will not pay for this information.
b) If Your Pet has not been found within 30 days, please fill in a claim

form and return it to **Us** as soon as possible.

- c) If the claim is paid the original pedigree certificate and purchase receipt will not be returned to  $\bf You$ .
- d) If  $Your\ Pet$  is found or returns,  $You\ must$  repay the full amount  $We\ have\ paid\ You.$
- e) If the loss or theft happened during **Your Journey** please also send **Us** the booking invoice for **Your Journey** or any other official documentation to show the dates of **Your Journey**.
- 6. For Death only:
  - a) A letter or a Death Certificate from a **Vet**, noting the Pets microchip or tattoo number its breed and colour, and how the **Pet** died.
  - b) The **Pets** original Pedigree Certificate and purchase receipt from where **You** bought **Your Pet**, where applicable; **We** will not pay for this information.

## Section 6 – Third Party Liability

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

Cover under this section applies in New Zealand only.

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

#### What We will pay

Your legal liability for payment of compensation in respect of:

- · death, bodily Injury or Illness of another person, and/or
- physical loss of or damage to property, occurring during the Period of Insurance and which is caused by an Accident caused by Your Pet.

#### We will pay:

Legal costs and expenses

We will also pay the legal costs and expenses You incur for a legal liability claim covered under this Section with Our consent for which You are legally liable, plus the cost of any lawyers We appoint.

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 Classic Covered 4 Life **Policy** is \$3,000,000 (**New Zealand**) Dogs covered under Ultimate Covered 4 Life **Policy** is \$5,000,000 (**New Zealand**). Where permitted by law, this limit will be reduced by any amount paid under any other insurance **You** have with **Us**, that provides cover for the same liability, loss, **Accident**, occurrence or incident.

#### What You pay

The first \$500 of each claim under this Section 6.

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

- Any amount which exceeds the Maximum Benefit for the relevant section or which will result in the Maximum Benefit being exceeded.
- 2. Any amount in relation to Your legal liability for:
  - a) damage to Your property,
  - b)  ${\bf Injury}$  to or death of any person who normally lives with  ${\bf You}$  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 Your, a person who lives with You or a member of Your Immediate Family's care, custody or control or the care, custody or control of Your employees or any person who normally lives with You.
  - e) involving **Your** business trade or profession, or for events that happen where **You** work. This includes where **You** live, if **You** work from **Home** and **Your Pet** has access to **Your** work area.
  - f) Any costs and expenses for defending **You** which **We** have not agreed beforehand.
  - g) because of the terms of an agreement (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**.

j) 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
- 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.
- 5. where Your legal liability is covered or indemnified, in any way under any:
  - a) statutory or compulsory scheme, fund or insurance, or
  - b) compensation scheme or workers compensation Policy of insurance, or
  - c) industrial award, even if the amount recoverable is nil,
- 6. where Your legal liability is over that recoverable under any:
  - a) statutory or compulsory scheme, fund or insurance, or
  - b) **Accident** compensation scheme or workers compensation **Policy** of insurance, or
  - c) industrial award.
- for any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties,
- 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 6 Third Party Liability

- You must not admit responsibility, agree to pay any claim or negotiate with any person following an incident which may give rise to claim under section 6.
- You must immediately send Us any writ, summons or legal documents You receive and You or any other person on Your behalf must not respond to any of these documents.
- You agree to provide Us with any information connected with the claim We reasonably ask for including details of Your Pet's history.
- You agree to tell Us or help Us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- You must allow Us to take charge of Your claim and allow Us to prosecute in Your name 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 dogs involved (all owned by **You**, but some are uninsured) **We** will pay no more than a pro ratio portion 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.

Legal Liability for Dogs cover will be governed by the law of the State
or Territory where the Policy was arranged and whose courts will have
jurisdiction in any dispute.

## Section 7 - Boarding Fees

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

#### What We will pay

The cost of boarding **Your Pet** at a licensed boarding kennel or cattery or \$15 a day towards the cost of someone who does not live with **You** (or is a co-owner of the **Pet**), looking after **Your Pet** while **You** are an inpatient in hospital during the **Period of Insurance**.

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

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

## Section 8 - Holiday Cancellation

Cover under this section applies in New Zealand only.

#### What We will pay

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

#### We will pay;

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

#### What You pay

The Excess shown on Your Certificate of Insurance.

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

- Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all Journeys undertaken during the Period of Insurance.
- 2. To the extent permitted by law, any amount or expenses resulting from:
  - a) Pre-Existing Condition;
  - b) An Illness that first showed Clinical signs before Your Pet's cover started; or
  - c) A Illness that is the same as, or has the same diagnosis or Clinical signs as an Illness or Clinical sign Your Pet had before cover started; or
  - d) an **Injury** or **Illness** that is caused by, relates to or results from an **Illness** or **Clinical signs Your Pet** had before its cover started, no matter where the **Injury**, **Illness** or **Clinical signs** occurred or happen in or on **Your Pet**'s body.
- 3. To the extent permitted by law, any amount or expense resulting from:
  - a) an Illness which starts in the first 21 days of cover;
  - b) an **Illness** that first showed **Clinical signs** within 21 days of **Your Pet**'s cover starting; or,
  - c) an Illness that is the same as, or has the same diagnosis or Clinical signs as an Illness or Clinical signs Your Pet has before its cover started or within 21 days of Your Pet's cover starting; or
  - d) an Illness that is caused by, relates to or results from an Illness or Clinical sign that first occurred, or an Illness that first showed Clinical signs within 21 days of Your Pet's cover starting, no matter where the Injury, Illness or Clinical signs occurred or happen in or on Your Pet's body.
- Any amount payable for travel expenses to return Your Pet Home unless a Vet has certified Your Pet is too ill to travel or has to return Home for Treatment.
- Any amount if Your Journey was made to get Veterinary Treatment or Alternative or Complementary Treatment outside of New Zealand.
- 6. As permitted by law, any amount You can claim back for anywhere else.
- 7. For the cost of food.
- Any costs relating to a holiday You booked less than 28 days before You were due to leave.
- Any costs resulting from an Injury or Illness We have specified as excluded on Your Certificate of Insurance or generally not covered by these terms and conditions.
- 10. Any costs if a claim has not been submitted within one year of Your Journey being cancelled, to the extent that We are prejudiced by the late notification of the claim.

#### Special Conditions - applying to claiming for Holiday Cancellation

- When claiming for a benefit under Section 8 Holiday Cancellation You must supply Us with:
  - a) the booking invoice and cancellation invoice from the travel agent, tour
    operator or other holiday sales organisation if You have cancelled or cut
    short Your Journey; and
  - b) Receipts for **Your** expenses if **You** are claiming for extra travelling expenses.
- The invoices must show the date of the booking, the dates of the Journey, the date You decided to cancel or return Home and any expenses You cannot recover.

We will not pay for this information.

## **Section 9 – Emergency Repatriation**

Cover under this section applies in New Zealand only.

#### What We will pay

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

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

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

 Any amount which exceeds the Maximum Benefit for all Journeys or which will result in the Maximum Benefit being exceeded for all

#### Journeys during the Period of Insurance.

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

### Section 10

## **Quarantine Expenses and Loss of Documents**

Cover under this section applies in the Agreed Countries only.

#### What We will pay

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

- 1. An Illness first showing Clinical signs during Your Journey.
- 2. The failure of the microchip, or
- 3. The Importation Documents being lost or stolen.

#### We will pay:

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

#### What You pay

The Excess shown on Your Certificate of Insurance.

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

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

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

- When the Importation Documents are left unattended they must be kept in Your locked accommodation or in the locked boot, covered luggage area or glove compartment of a locked vehicle.
- If the Importation Documents are lost or stolen, within 24 hours of discovering them missing, You must report the incident to the police and obtain a police report. If the loss or theft occurred on a ship, aircraft, train or coach You must report the loss to the operator and obtain a report.

## **General Exclusions**

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

| or connected with.               |  |
|----------------------------------|--|
| Your Certificate of<br>Insurance | A Condition specifically excluded on Your Certificate of Insurance.  |
| Your Pet's age                   | Any <b>Pet</b> that is less than 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 <b>New Zealand</b> 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             | <ul> <li>a. Any dog 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</li> <li>b. You breaking New Zealand laws or regulations, including those relating to animal health or importation regulations.</li> <li>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.</li> <li>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.</li> <li>e. You breaking New Zealand laws or regulations, including those relating to animal health or importation regulations.</li> <li>f. 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.</li> <li>g. Any Government or Public or Local Authority or any person or Body having the jurisdiction to do so, having put restrictions on Your Pet.</li> <li>h. Legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.</li> </ul> |
| Miscellaneous                    | <ul> <li>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.</li> <li>b. Radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.</li> <li>c. A disease transmitted from animals to humans.</li> </ul>   |
|                                  |  |

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

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

#### Preventative or Routine Treatment

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; dental check-ups and dental scale & polish or teeth cleaning, or removal of misalignment or retained deciduous teeth.

#### **Elective Treatment**

Cost of **Elective Treatment**, diagnostics or procedures including, but not limited to desexing, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic surgery, or elective surgery including but not limited to dew-claw removal, prescription diet foods, and any **Treatment** not related to an **Injury**, **Illness**, or trauma. **Elective Treatment** that is beneficial to the **Pet** but is not essential for **Your Pet**'s survival or does not form part of a **Treatment** for an **Injury** or **Illness**.

#### Care & Negligence

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 not being vaccinated against distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and **Vets** recommend vaccination) and parvovirus. Any cat 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 failure to take all reasonable precautions to protect Your Pet from or by aggravating or prolonging an Injury or Illness.

#### **Your Legal Liability**

Your legal liability for payment of compensation in respect of:

- a. death, bodily Injury or Illness, and/or
- b. physical loss or damage to property, except to the extent You have such cover under Section 6 - Legal Liability for Dogs of this Policy in relation to Your dog.

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 <u>www.petplan.co.nz/</u> claims.
- Some proactive Veterinary Practices will also have a supply of Veterinary Fees claim forms and some will submit Your claim for You (providing You have completed Your section of the claim form).
- If You would like Us to send You a claim form please contact Us.

When to claim under Veterinary Fees and Complementary Treatment:

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

#### Fraud

Fraud increases Your premium and the premiums of all Policyholders. If You:

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

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

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

## Making a Claim

It's distressing when a much loved pet suffers an **Injury** or **Illness** so **We** do all **We** can to make the claims process as quick and easy as possible. There's lots of useful information on **Our** website <a href="www.petplan.co.nz">www.petplan.co.nz</a> to assist **You** making a claim.

#### How to claim

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

- Downloading and completing a claim form from Our website: www.petplan.co.nz/claims; or
- 2. Claims for Veterinary Fees only may be lodged with Your Vet (if mutually agreed by Your Vet) and We will pay the Veterinary Practice directly. You will need to pay Your Vet the applicable Excess(es) and any non-claimable items. Claims for Veterinary Fees and Complementary Treatment must be notified to Us no later than one year after the Treatment date. We will not guarantee on the phone if We will pay a claim. You must send Us a claim form that has been fully completed and We will then write to You with Our decision.
- Contact Us immediately about any incident that happens involving Injury
  to a person, another animal or property even if You don't believe a claim
  will be made against You at the time. Call Us on 0800 255 426 between

8:30am – 5:00pm Monday to Friday. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim. Any writ, summons or legal documents received by **You** need to be sent to **Us** immediately. **You** must not respond to any of these documents.

Please send Us the following supporting documentation related to Your claim or incident:

#### Veterinary Fees, Alternative or Complementary Treatment

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

#### Death from Injury, Death from Illness

#### Please send Us:

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

#### Theft or Straying

#### Please send Us:

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

# Advertising and Reward

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

#### Please send Us:

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

#### **Boarding Fees**

Your doctor/consultant and the owner of the boarding establishment (if one has been used, or pet sitter) must complete the relevant section(s) of the claim form

 Please send Us the original invoice from the boarding establishment, Pet sitter or written confirmation from the person looking after Your Pet.

#### Holiday Cancellation

#### Please send Us:

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

#### Emergency Repatriation, Quarantine Expenses and Loss of Documents

Please send Us:

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

#### **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**.

The Fixed Excess may be Our standard minimum Excess or You may choose a higher Excess in exchange for a cheaper premium.

#### **Optional Pet % Share Excess**

The Pet % Share Excess is an additional voluntary Excess payable in addition to the Fixed Excess in return for a cheaper Policy premium. If You have chosen this option, the total claim amount will be reduced by the percentage amount shown on Your Certificate of Insurance.

#### Example calculation:

If Your Pet is a dog:

| Claimable Veterinary Fees  | \$10,000   |
|--|------------|
| Less the Fixed Excess  | \$150      |
| Revised claimable amount   | \$9,850    |
| Less Optional Pet % Share Excess 25% (on revised claimable amount) | \$2,462.50 |
| Total claimable amount   | \$7387.50  |

<sup>\*</sup>The above is an example only and subject to the total benefit amount and applicable **Excesses** as shown on the **Certificate of Insurance**.

#### Age Excess

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

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

The Age Excess is calculated against the amount You are claiming.

#### Example calculation:

If Your Pet is a dog aged 9 years old:

| Claimable Veterinary Fees  | \$10,000 |
|--|----------|
| Less the Fixed Excess  | \$150    |
| Revised claimable amount   | \$9,850  |
| Less Age <b>Excess</b> loading 20% (on revised claimable amount) | \$1,970  |
| Total claimable amount   | \$7,880  |

Or,

Your Pet is a cat aged 9 years old:

| Claimable Veterinary Fees                         | \$10,000   |
|---|------------|
| Less the Fixed Excess                             | \$125      |
| Revised claimable amount                          | \$9,875    |
| Less Optional Pet % Share Excess 25%              | \$2,468.75 |
| Revised claimable amount                          | \$7,406.25 |
| Less Age Excess 20% (on revised claimable amount) | \$1,481.25 |
| Total claimable amount                            | \$5,925    |

<sup>\*</sup>The above is an example only and subject to the total benefit amount and applicable **Excesses** as shown on the **Certificate of Insurance**.

#### How We use Your data

You have the right to request a copy of the personal data We hold about You. A small charge may apply. We can only discuss Your personal details with You. If You would like anyone else to act on Your behalf please let Us know in writing.

## **Privacy Notice**

In this Privacy Notice, 'We', 'Our', 'Us' means Petplan Australasia Pty Ltd and MS Amlin Syndicate 2001 at Lloyd's, managed by MS Amlin Underwriting Limited.

#### Information we process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us** for the purpose of providing insurance, handling claims and/or responding to complaints.

#### Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

#### Collecting electronic information

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.

#### How we use Your information?

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- · arrange and administer an application for insurance;
- manage and administer the insurance;
- · investigate, process and manage claims; and/or
- · prevent fraud.

#### Who we share Your information with?

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

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

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

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside the Amlin Group of companies 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.

#### Why it is necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when We suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

#### International Transfers

In providing **You** with insurance services, **We** may transfer **Your** personal and/or sensitive personal information to countries outside of **New Zealand**. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

#### Your rights

You have a right to know what personal and/or sensitive personal information We hold about You. If You would like to know what information We hold, please contact the Data Protection Officer at the address listed within this notice, clearly stating the reason for Your enquiry. We may write back requesting You to confirm Your identity.

If We do hold information about You, We will:

- give You a description of it;
- tell You why We are holding it;
- · tell You who it could be disclosed to; and
- let You have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Data Privacy Officer.

#### Providing consent to process Your information

By purchasing insurance products from **Us** and by providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other person.

You should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

#### **Changes to this Notice**

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 20th February 2017.

#### **Contacting Us**

If **You** have any questions relating to the processing of **Your** information, please write to:

Petplan Customer Centre PO Box 112250

Penrose

Auckland 1642

Ph: 0800 255 426

For information about the MS Amlin Group of companies please visit www.msamlin.com

#### 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**:

Duncan Cotterrill Level 2 Chartered Accountants House 50 Customhouse Quay PO Box 10376 The Terrace Wellington 6143 New Zealand

#### Language

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

## **Making a Complaint**

This insurance is subject to the standards set out in the Insurance Council of **New Zealand**'s Fair Insurance Code. Underwriters at Lloyd's proudly support the Fair Insurance Code. One of the objectives of the Code is to commit **Us** to high standards of service.

Any enquiry or complaint relating to this Insurance should be referred to:

Petplan Customer Centre

PO Box 112250

Penrose

Auckland 1642

Ph: 0800 255 426

If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should contact:

Scott Galloway

Lloyd's General Representative in New Zealand

PO Box 5639

Wellington 6145

Telephone Number: (04) 472 7582 Email: scott.galloway@hazelton.co.nz

38

Your complaint will be reviewed by this office. If Your dispute remains unresolved You may be referred to the Insurance & Financial Services Ombudsman. IFSO can be contacted on 0800 888 202 or 04 499 7612 or IFSO Scheme, PO Box 10-845, Wellington 6140 or ifso.nz/complaints/.

## **Information About Petplan's Services**

This document and the Pet Insurance Product Disclosure Statement (PDS) that **You** have been given, aim to help **You** make an informed decision about the financial services and products **We** can provide to **You** as a retail client and together contain important information about:

- · the financial services We can offer You;
- · who We act for in providing these services;
- how We and other relevant persons are paid; and
- · how complaints are dealt with.

The PDS also contains information on the significant benefits and characteristics of the product and the standard terms, conditions, limits and exclusions of **Our** Pet Insurance cover to assist **You** in making an informed decision about whether to purchase it or not.

In this document "**We**, **Our** and **Us**" refers to Petplan Australasia Pty Ltd 2097390 of 101D Station Road, Penrose Auckland 1061 Ph: 0800 255 426 which is authorised to provide advice on and deal in general insurance products, including Pet Insurance.

#### Information on Remuneration

**We** receive commission from the insurer MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA, each time **You** buy a **Policy**. It is calculated as a percentage of the insurer's base premium (this is the premium less stamp duty, GST and other government taxes, charges and levies).

Where **You** have been referred to **Us** by a third party, **We** pay them a fee, a proportion of **Our** commission or other appropriate merchandise. This does not increase the premium **You** pay to **Us**.

**We** pay **Our** staff and representatives an annual salary for their services and they may also receive bonuses or other incentives and rewards based on their performance relating to sales of products and other business criteria.

If You require further details about any of the above remuneration received from MS Amlin Syndicate 2001 at Lloyd's, please ask Us within a reasonable time after receiving this document and before We provide You with advice on or We issue You with Pet Insurance.

#### **Compensation Arrangements**

We have professional indemnity insurance which covers its products and services and the services provided by its representatives. This insurance meets the requirements for compensation arrangements under s912B of the Corporations Act 2001 (Cth).



## How to contact us

BY TELEPHONE 0800 255 426

BY EMAIL info@petplan.co.nz

BY FAX 09 353 1554

Petplan Customer Care

IN WRITING PO Box 112250
Penrose, Auckland 1642

WEBSITE www.petplan.co.nz

#### Administrator

Petplan Australasia Pty Ltd 2097390 is the sole Administrator of the policy. Petplan® is a Registered Trade Mark, and Products sold under this Trade Mark are sold exclusively by Petplan Australasia Pty Ltd under Licence from Pet Plan Ltd.

#### **Head Office**

101D Station Road, Penrose Auckland 1061 Ph: 0800 255 426 Fax: (09) 353 1554 info@petplan.co.nz www.petplan.co.nz

#### The Insurer

MS Amlin Syndicate 2001 at Lloyd's, One Lime Street, London EC3M 7HA.

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