



# Pet insurance

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# About this Policy

This document contains our policy wording and sets out the cover available and the terms and conditions which apply. You need to read it carefully to make sure you understand it and that it meets your needs.

We provide the cover specified in the policy wording subject to its terms, conditions, limits and exclusions. You need to decide if the type and level of cover, and benefit limits are appropriate for you and will cover your potential loss.

Your contract with us is made up of the following:

- (a) This policy wording;
- (b) Your certificate of insurance;
- (c) The information you provided to us when you applied for cover, and any subsequent information you provide; and
- (d) Any written document that we tell you is part of your policy.

Please retain these documents in a safe place.

## Understanding this policy

When you apply for insurance cover we will confirm with you things such as the period of cover, your premium, and co-payment, and whether any standard terms are to be varied (which must be by a written notice we give you).

These details, including the start date of your policy, will be recorded on the certificate of insurance issued to you.

If you have any queries, or if you want further information about this policy or to confirm a transaction, please use the contact details on the back cover of this policy wording.

To properly understand this policy's features, benefits, conditions, limits and exclusions you need to carefully read the policy wording in its entirety.

## Pet eligibility

This policy is designed to cover your domestic pets ordinarily residing with you in New Zealand.

Working dogs (with the exception of assistance dogs) are not eligible to be insured under this policy.

Your pet must be 8 weeks old or older and within the upper age limit as set out in the following tables, on the start date of your first policy; and any subsequent policy, if for any reason we or you cancel or do not renew your policy (including your first policy).

AGE LIMITS (DOES NOT INCLUDE SELECT BREEDS)		
	Comprehensive	Essentials
<b>Minimum</b>	8 weeks	8 weeks
<b>Maximum</b>	Up to 8 <sup>th</sup> birthday	Up to 8 <sup>th</sup> birthday

AGE LIMITS FOR SELECT BREEDS		
	Comprehensive	Essentials
<b>Minimum</b>	8 weeks	8 weeks
<b>Maximum</b>	Up to 5 <sup>th</sup> birthday	Up to 5 <sup>th</sup> birthday

# Our Definitions

When the following words and phrases, or derivatives of the following words and phrases, appear in this policy wording, your certificate of insurance or any other document we tell you forms part of your policy, they have the meanings given below.

## Accident

Means an unplanned and unexpected event caused by external and discernible means.

## Allianz Partners

Means AWP Services New Zealand Limited trading as Allianz Partners.

## Alternative therapy

Means acupuncture, behavioural therapy, Bowen therapy, herbal therapy, homeopathy, hydrotherapy, laser therapy, massage therapy, osteopathy, physiotherapy, TENS (transcutaneous electrical nerve stimulation) or similar therapies where they are administered by, prescribed by or supervised by a vet to treat, or to complement treatment for your pet's illness or injury.

## Certificate of insurance

Is the document we give you which confirms that we have issued a policy to you and sets out details of your cover.

## Claims waiting period

Means the relevant period stated in respect of the treatments and the Optional Benefit (Dental Care) listed on page 5 of this policy wording.

## Condition

Means any injury or illness suffered by your pet, and for the purpose of this definition, any presentation of an illness with the same diagnosis, signs or symptoms, or resulting from the same disease process, regardless of the number of incidents or areas of your pet's body affected shall be considered a single condition (e.g. all occurrences of otitis (ear infection) will be classified as the same condition).

## Congenital condition

Means a congenital anomaly or developmental defect which is present at birth but may not manifest until later in your pet's life.

## Co-payment

Means the percentage of any payment for eligible treatment you are responsible for under Section 1- Vet Expenses and under Section 3 – Optional Benefit (Dental Care) as set out on your certificate of insurance. We will deduct your co-payment amount from the amount payable to you for every treatment claimed under Section 1 and Section 3.

## Epidemic

Means a sudden development and rapid spreading of a contagious disease affecting dogs or cats in a region where it developed in an endemic state or within a previously unscathed community.

## End date

Means the end date of your period of cover specified on your certificate of insurance.

## First policy

Means (unless your policy expressly states otherwise) the first Comprehensive or Essentials Plan you purchased in respect of a specifically named pet, and for which the period of cover is fully paid. For clarity, a reference to first policy (or first policies) excludes Accident Only Plans.

## Hereditary condition

Means a genetic condition which is passed down through your pet's bloodline, and which is commonly breed specific.

## Illness

Means a sickness or disease as diagnosed by a vet; or signs and symptoms which are indicative of a sickness or disease; and which is not an injury.

## Immediate family

Means your spouse, defacto partner, civil union partner, fiancé(e), parent, step-parent, child, step-child, foster child, sibling, or step-sibling.

**Injury**

Means physical harm to your pet caused solely and directly by violent, accidental, discernible and external means, which happens at a definite time and place during your period of cover and which does not result from any illness or disease process.

**Life threatening condition**

Means any condition which puts your pet in immediate danger of death, or any condition where the risk of your pet dying is imminent unless appropriate treatment is administered to either cure the condition or to prolong the life of your pet, as diagnosed and confirmed by your vet and recognised by our veterinary experts as being such a condition.

**Ongoing condition**

Means a persistent and lasting condition which may have a pattern of relapse and remission or no commonly accepted cure; or a condition for which more than three months of treatment, tests or medication is required; or an ongoing condition as determined by us.

**Period of cover**

Means the twelve month period during which cover is provided under your policy, commencing on your start date, and finishing on your end date, as shown on your certificate of insurance.

**Pet**

Means a domestic breed of dog or cat ordinarily residing with you in New Zealand, which is primarily a companion animal or assistance animal and not a working dog, and which is named on your certificate of insurance.

**Policy**

Means this policy wording, your certificate of insurance, the information you provided to us when you applied for cover, any subsequent information you provide, and any written document we tell you forms part of your policy.

**Policy aggregate**

Means the maximum amount payable for all claims under Section 1 – Vet Expenses and Section 2 – Additional Benefits combined during your period of cover.

**Pre-existing condition**

Means any conditions, or, any medical or physical signs, symptoms or circumstances in relation to your pet:

- which you are aware of, or which a reasonable person in your circumstances ought to have been aware of; or
- for which veterinary advice, care, treatment or medication has been sought, given or recommended; or
- which has been diagnosed as a condition, or which are indicative of a condition; or
- which are of such a nature to require, or may potentially require veterinary attention; or
- which are of such a nature as would have caused a prudent, reasonable person to seek veterinary attention for their pet,

prior to the start date of your policy, or prior to the date any applicable claims waiting period ceases.

**Reasonable**

Means:

- for any treatment including specialist treatment, the standard level of care given for the illness or injury not exceeding the level your pet would normally receive in New Zealand; or
- in all other cases, having regard to the circumstances, as determined by us.

**Routine care**

Means treatment intended to prevent future conditions from occurring rather than treating existing conditions, and includes but is not limited to micro-chipping, de-sexing, nail clipping, vaccinations, dental check-ups or dental scale and polish, and dew claw removal.

**Select breed**

Means the following breeds, which present an increased risk of health conditions:

Anatolian Shepherd	Giant Schnauzer
Bandog	Grand Blue de Gascoigne
Boerboel	Great Dane
Basset Hound	Greater Swiss Mountain Dog
Bavarian Mountain Hound	Hamiltonstövare
Bergamasco Shepherd Dog	Hungarian Kuvasz
Briard	Irish Wolfhound
Blood Hound	Komondor
Beauceron	Leonberger
Bernese Mountain Dog	Maremma Sheepdog
Bouvier des Flandres	Mastiffs (all types)
Boxer	Münsterländer
Bracco	Newfoundland
Bulldogs (all types)	Old English Sheepdog
Bull Arab	Polish Lowland Sheepdog
Dachshund	Pyrenean Mountain Dog
Deerhound	Rottweiler
Dogue de Bordeaux	Russian Black Terrier
Entlebucher Mountain Dog	Shar Pei
Estrela Mountain Dog	St Bernard

**Specialist treatment**

Means any treatment which cannot reasonably be expected to be carried out by a vet practising at your regular veterinary clinic, and which, due to the complexity of the condition, must instead be carried out by a vet who is currently registered as a veterinary specialist with the Veterinary Council of New Zealand.

**Start date**

Is the start date of your period of cover specified on your certificate of insurance.

**Treatment**

Means reasonable, customary and essential examinations, consultations, hospitalisation, surgery, x-rays, medication, diagnostic tests, nursing, and other care and procedures provided by a vet, or a veterinary nurse or technician under vet supervision, to relieve or cure an injury or an illness suffered by your pet during your period of cover.

**Upper age limit**

Means the age when your pet is no longer eligible for its first policy, or if for any reason we or you cancel or do not renew your policy, or any subsequent policy, or to add Section 3 – Optional Benefit (Dental Care). The upper age limit for all breeds except select breeds is 8 years old, and for select breeds it is 5 years old. The upper age limit for adding Section 3 – Optional Benefit (Dental Care) is 8 years old for all breeds.

**Vet**

Means either a registered veterinarian or a specialist veterinarian who is licensed in New Zealand, and who is practicing at a veterinary clinic or hospital.

**Vet expenses**

Mean the reasonable, customary and essential expenses incurred for the treatment of your pet for an injury or an illness during your period of cover.

**We, our, us**

Means Tower Limited acting through AWP Services New Zealand Limited trading as Allianz Partners.

**Working dog**

Means a dog which is primarily kept and used to carry out work or an occupation and which is not kept first and foremost as a companion animal or assistance animal. Working dogs may include (but are not limited to): police dogs, dogs used by security, customs and the armed forces, hunting dogs or farm dogs.

**You and your**

Means the person named as a policyholder on the certificate of insurance.

# Table of Benefits

The Table of Benefits provides details of the benefits, limits and sub-limits available to you during your period of cover for the Plan you have chosen, as shown on your certificate of insurance.

Benefits expire at your end date and are not carried over into subsequent periods of cover. If your policy is renewed, the benefits will renew for your next period of cover (except for ongoing conditions – refer to the Renewals & Continuity of Cover section) unless we tell you otherwise on your renewal certificate.

Plan:	Comprehensive	Essentials
Policy aggregate (the maximum amount we will pay you for all claims combined under Sections 1 and 2 during your period of cover)	\$15,000	\$7,000
<b>SECTION 1 – VET EXPENSES</b>		
Injury	\$15,000	\$7,000
Illness	\$15,000	\$7,000
Specialist treatment (life threatening conditions)	\$15,000	\$7,000
Specialist treatment (non-life threatening conditions)	\$4,000	\$2,000
Patella surgery	\$1,500	\$800
Cruciate ligament surgery	\$1,500	\$800
Alternative therapy	\$500	\$350
Routine care	\$100 (maximum of 2 claims per year up to the value of \$50 per claim – no co-payment applies)	Not available
Co-payment	20%	20%
<b>SECTION 2 – ADDITIONAL BENEFITS</b>		
2.1 Funeral Costs	\$100	\$100
2.2 Owner Hospitalisation (Emergency Boarding Fees)	\$700	\$350
2.3 Lost Pet (Advertising & Reward)	\$600 (maximum \$200 for advertising & maximum \$400 for reward)	\$600 (maximum \$200 for advertising & maximum \$400 for reward)
2.4 Holiday Cancellation	\$1,500	\$500
<b>SECTION 3 – OPTIONAL BENEFIT (DENTAL CARE)</b>		
You do not have cover under Section 3 automatically. To have cover under Section 3, you must have paid an additional premium when you purchased your policy. Section 3 can only be added to or removed from your policy on renewal. It is important that you consider what this means for your circumstances. The benefit limit for Section 3 is in addition to the policy aggregate.		
Dental care	\$350	\$350
Co-payment	20%	20%

## Important Matters

### Your insurer

Thanks for putting your trust in us to help look after your pet insurance. This document is our Comprehensive and Essentials Pet insurance policy. This policy is underwritten by Tower Limited acting through AWP Services New Zealand Limited trading as Allianz Partners.

### Who is Allianz Partners?

Allianz Partners is a trading name of AWP Services New Zealand Limited. Allianz Partners has been authorised by Tower Limited to enter into this policy and deal with and settle any claims under it, as the agent of Tower Limited, not as your agent. Allianz Partners acts under a binder which means that it can do these things as if it were the insurer.

### Limitation of cover

Notwithstanding anything contained in this policy wording we will not provide cover nor will we make any payment or provide any service or benefit to any person or party where providing such cover, payment, service or benefit would contravene or violate any applicable trade or economic sanction or any law or regulation.

### Jurisdiction and choice of law

Your policy is governed by and construed in accordance with the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the courts of New Zealand.

### Fair insurance code

Tower Limited is a member of the Insurance Council of New Zealand and adheres to the Fair Insurance Code, which provides you with assurance that we have high standards of service to our customers. A copy of the Fair Insurance Code is available from the Insurance Council of New Zealand website: <http://www.icnz.org.nz/fair-insurance-code>.

### Your Duty Of Disclosure

When you apply for insurance or alter this policy, you have a duty at law to disclose to us all material facts that you know, or could be reasonably expected to know, (including but not limited to matters relating to the health of your pet).

A material fact is one that may influence a prudent insurer in deciding whether or not to accept the cover and, if so, on what terms and conditions and for what premium.

You have the same duty before you renew, vary or reinstate (with our agreement) this insurance policy.

Examples of information you may need to disclose include:

- anything that increases the risk of an insurance claim;
- any criminal conviction, subject to the Criminal Records (Clean Slate) Act 2004;
- if another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- any insurance claim or loss made or suffered in the past in connection with your pets.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to us.

If you fail to comply with your Duty of Disclosure it may result in:

- this policy being void retrospectively;
- this policy being cancelled; or
- the amount we pay if you make a claim being reduced.

## Cooling off period

You have cooling-off rights after you purchase your policy.

If you decide for any reason that you do not want your policy, you may cancel it within 14 days after your certificate of insurance is issued. You will be given a full refund of the premium you paid, provided you do not want to make a claim or to exercise any other right under your policy.

If you cancel your policy during the cooling off period, we will not pay any claims made by you. No premium is refundable once a claim is made or 14 days after your policy start date except to the extent a refund may be available to you under the Cancelling Your Policy section.

## Correctness of statements and fraud

If any claim under this policy is in any respect fraudulent, or if any false declaration is made, or false or incorrect information is provided in support of any claim, then we can, at our sole discretion, not pay your claim and cancel your cover under this policy from the date that the incorrect statement or fraudulent claim was made to us.

## How we calculate your premium

Your premium is calculated when you apply for this policy, and at each policy anniversary, and is printed on your certificate of insurance. The premium is calculated based on a number of factors.

Some factors are pre-set and do not vary for each insured pet. Other factors which can affect your premium are the Plan you have chosen, your pet's age, species and breed, and any other factor we decide may increase or decrease the risk to us of insuring your pet.

Your total premium reflects the amount we calculate to cover these risks as well as any relevant government charges, taxes or levies (such as GST) in relation to your policy. These amounts are included in the total amount payable by you as shown in your certificate of insurance.

## Dispute resolution process

If You have a complaint or dispute in relation to this insurance, or the services of Allianz Partners or Our representatives, please call Us on **0800 630 116** or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 33-313, Takapuna, Auckland 0740, New Zealand, or email Your complaint to [DisputeResolution@allianz-assistance.co.nz](mailto:DisputeResolution@allianz-assistance.co.nz). We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedure.

We are registered by law with an independent, external dispute resolution scheme. To obtain a copy of Our External Dispute Resolution process, please contact us.

If Your complaint or dispute is not satisfactorily resolved, We will provide You with information on Our External Dispute Resolution provider.

## Privacy notice

To arrange and manage your insurance and provide you with our services, we (in this Privacy Notice "we", "our" and "us" means AWP Services New Zealand Limited trading as Allianz Partners of Level 3, 1 Byron Avenue, Takapuna, Auckland, and our agents) collect, store, use and disclose your personal information. We usually collect it directly from you but also from others (including those authorised by you such as your family members, vets and other persons whom we consider necessary including our agents). We are responsible for ensuring your personal information is used and protected in accordance with applicable laws and regulations. Personal information we collect includes, for example, your name, address, date of birth, phone number, email address, bank account details, as well as other information we collect when you visit our website such as your IP address and online preferences.

You consent to us and any other parties to whom we may disclose your personal information referred to below to collect, use and disclose any personal information provided to us for insurance related and marketing purposes. This may include (without limitation) collecting, using and disclosing such personal information:

- to evaluate and arrange your insurance, administer and provide the insurance services and manage your and our rights and obligations in relation to the insurance services, including managing, processing, investigating claims and screening to comply with economic sanctions obligations,
- for product development, marketing (where permitted by law or with your consent), customer data analytics, research, IT systems maintenance and development, recovery against third parties and fraud investigations, and
- for other purposes with your consent or where authorised by law.

You authorise us to disclose your personal information to the insurer, Tower Limited, recipients including third parties (some of whom are data processors) in New Zealand and overseas involved in the above processes, reinsurers, claims handlers and investigators, medical and health service providers, overseas data storage (including "cloud storage") and data handling providers, legal and other professional advisers, the Insurance Claims Register and our related and group companies. Such recipients and third parties may collect, hold, use and disclose your personal information for the purposes set out in this Privacy Notice. Some of these third parties may be located in other countries including in Australia, Europe, Asia, Canada or the USA. We will use reasonable endeavours to ensure people we disclose your personal information to outside New Zealand are required to protect it in a way that provides comparable safeguards to those set out under New Zealand privacy law, such as via contractual data protection obligations, our group binding corporate rules or because they are subject to laws of another country with comparable protections. However, you acknowledge that sometimes overseas recipients of your personal information may not be required to protect it in a way that provides comparable safeguards to those provided under the New Zealand privacy law.

Where permitted by law or with your consent, we and other parties to whom we may disclose your personal information may contact you with offers of products or services (from us, our related companies, as well as offers from parties who we have business arrangements with such as Tower Limited) that we consider may be relevant and of interest to you (including insurance products). This could be via telephone, post, electronic messages (including email) online or via other means. You can withdraw your consent at any time if you no longer wish to receive marketing material or promotional offers from us or our related companies and parties we have business arrangements with by calling our Contact Centre on **0800 630 116**. If you do not agree with the matters set out in this Privacy Notice or will not provide us with personal information, we may not be able to provide you with our services or products, process your application, issue you with a policy or process your claims. We will not retain your personal data for longer than is necessary for the purposes for which it may be lawfully used.

You can: (1) seek access from us to your personal data and ask us about its origin, the purposes of the processing, and the parties to whom it may be disclosed; (2) correct and update your personal information held by us (subject to the provisions of applicable privacy legislation), and (3) ask us for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why. You may not access or correct personal information of others unless you have been authorised by their express consent or are otherwise permitted by law.

If you have a request or complaint concerning your personal information or about our Privacy Notice, please contact: Privacy Officer, Allianz Partners, P.O. Box 33 313, Takapuna, Auckland 0740 or email us at [AzPNZ.Privacy@allianz-assistance.co.nz](mailto:AzPNZ.Privacy@allianz-assistance.co.nz). For urgent assistance please call our Contact Centre on **0800 630 116**. You can also contact the Privacy Commissioner at the Office of the Privacy Commissioner, P.O. Box 10 094, The Terrace, Wellington 6143 if you have a complaint.

For more information about our handling of personal information, including further details about access, correction and complaints, please visit our website at [www.allianzpartners.co.nz](http://www.allianzpartners.co.nz) and click on the Privacy Policy link.

## Pre-existing Conditions

Pre-existing conditions are defined in the section headed Our Definitions. Please read this definition carefully.

If your pet has a pre-existing condition we will not pay any claims arising from, related to or associated with that condition.

Any new condition, or any sign or symptom of a new condition which first presents within the claims waiting period will be treated in the same way as a pre-existing condition and will not be covered on your policy.

## Claims Waiting Period

The claims waiting period commences:

- on the start date of your first policy;
- on the start date of your new policy when you have previously had a policy but there has been a lapse in cover immediately prior to the new policy commencing;
- on the start date of the upgrade of your policy if you upgrade from an Essentials Plan to a Comprehensive Plan;
- on the start date of the downgrade of your policy if you downgrade from a Comprehensive Plan to an Essentials Plan at any time other than renewal;
- on the start date of your Optional Benefit (Dental Care); as the case may be, and is for the following relevant periods:

Illness	14 days
Routine care	14 days
Section 3 Optional Benefit (Dental Care)	90 days
Injury	0 days

### First policy

During the claims waiting period of your first policy:

- no claim may be made under Section 1 - Vet Expenses or Section 3 - Optional Benefit (Dental Care) of your policy, in respect of anything incurred during the claims waiting period; and
- any illness (whether diagnosed or only showing signs or symptoms) that manifested for the first time during the claims waiting period will be excluded from cover under all sections of your policy.

### Continuous cover

Claims waiting periods do not apply to renewal of policies where you have had no lapse in cover from your first policy.

### Upgrades or downgrades of plan

Please refer to the Changing Your Cover section on page 8 of this policy wording for what happens when you upgrade your Essentials Plan to a Comprehensive Plan, or when you downgrade your Comprehensive Plan to an Essentials Plan.

### Optional benefit (dental care)

Please refer to the Changing Your Cover section on page 8 of this policy wording for what happens when you add or remove the Optional Benefit (Dental Care).

It is important for you to consider what the claims waiting period means for your circumstances.

# Co-payment

A mandatory co-payment of 20% is required for all Plans. We will deduct your co-payment amount from the amount payable to you for every treatment claimed under Section 1 – Vet Expenses, and Section 3 – Optional Benefit (Dental Care), if you purchased this additional cover when you took out your policy.

## Example 1:

Benefit	Type of treatment	Cost of treatment	Amount
Section 1 – Vet Expenses	Veterinary consultation	\$80.00	\$80.00
Section 1 – Vet Expenses	Antibiotics	\$40.00	\$40.00
Section 1 – Vet Expenses	Blood tests	\$175.00	\$175.00
<b>Sub-total:</b>			<b>\$295.00</b>
<b>Less 20% co-payment:</b>			<b>\$59.00</b>
<b>Amount payable to you:</b>			<b>\$236.00</b>

## Example 2:

Benefit	Type of treatment	Cost of treatment	Amount
Section 1 – Vet Expenses	Veterinary consultation	\$75.00	\$75.00
Section 3 – Optional Benefit (Dental Care)	Dental surgery (treatment of cavities by extraction)	\$350.00	\$350.00
<b>Sub-total:</b>			<b>\$425.00</b>
<b>Less 20% co-payment:</b>			<b>\$85.00</b>
<b>Amount payable to you:</b>			<b>\$340.00</b>

## Example 3:

The following example shows how we will settle a claim when a sub-limit (the maximum amount we will pay) has been exceeded. Refer to the Table of Benefits for details of sub-limits.

In the example below, the total cost of a cruciate ligament surgery has exceeded the policy sub-limit for cruciate ligament surgery (\$1,500 on the Comprehensive Plan or \$800 on the Essentials Plan). After the required 20% co-payment has been deducted, the outstanding balance is still greater than the maximum amount payable under the policy. In this circumstance, the maximum amount we are able to pay out is \$1,500 on the Comprehensive Plan or \$800 on the Essentials Plan (the respective sub-limits under each Plan).

Benefit	Type of treatment	Cost of treatment	Amount
Section 1 – Vet Expenses	Cruciate ligament surgery	\$2,000	\$2,000
<b>Sub-total:</b>			<b>\$2,000</b>
<b>Less 20% co-payment:</b>			<b>\$400</b>
<b>Total:</b>			<b>\$1,600</b>
<b>Amount payable to you:</b>			<b>\$1,500 or \$800 (depending on the Plan)</b>

# Caring for Your Pet

## Your obligations to us

You must provide all **reasonable** care for **your pet's** health and wellbeing and protect it from **illness** or **injury**, which includes:

- keeping your pet up to date with any vaccinations recommended by your vet or by the New Zealand Government, and
- providing reasonable routine and preventative treatment, and
- seeking treatment for your pet as soon as reasonably practicable after your pet first displays any signs or symptoms of any illness or injury, and
- complying with any regulations or conditions set by any local government authority in relation to your pet, and
- protecting your pet from the ingestion of any object, food or substance which could result in poisoning or internal obstruction, and
- protecting your pet from injuries inflicted from fighting with other animals.

If you have not satisfied this condition, and if this has in any way caused or contributed to your claim, we may refuse to pay, or we may reduce the amount we pay in relation to that claim

# Payment of Your Premium

## Paying your premium

When you apply for this insurance, we will advise you of the total premium you must pay, when you must pay, and how you can pay. Your premium is an annual premium, and must be paid when you take out a new policy, and when you renew your policy.

You may pay your premium annually in advance in full, or you may pay in weekly, fortnightly or monthly instalments by credit card or direct debit.

When you pay your premium by instalment, claims are paid on the basis that you agree to pay the remaining premium for your period of cover.

If we accept and pay a claim under your policy, we reserve the right to deduct the balance of any outstanding premium from the claim payment.

## Paying on the due date

Claims are paid by us on the basis that either you have paid, or you agree to pay, any remaining premium in full for your period of cover.

If a direct debit fails for any reason, we will contact you to inform you, and we will automatically try again.

If at least one instalment of your premium remains unpaid for at least 14 days past its original due date, we can refuse to pay any claims.

If your premium is still in arrears 45 days after your first missed payment was originally due, we may cancel your policy.

If your instalment payments are frequently late or missed, we reserve the right to require you pay on our demand, your premium in full for the remaining period of cover, failing which we may cancel your policy.

If we cancel your policy due to non-payment of your premium, no benefits or entitlements are payable under your policy.

# Renewals & Continuity of Cover

## Renewals

For your convenience and to ensure continuity of cover under your policy, we may automatically renew your policy each year. We will inform you of our offer to renew your policy prior to your policy end date. We are not obliged to renew or issue you a new policy and any decision to renew or issue a policy is at our sole discretion.

We reserve the right to change the terms and conditions of your policy upon renewal to reflect the risk associated with insuring you in respect of your pet. This may be based on factors including but not limited to your pet's age and medical history.

Unless we notify you otherwise, your cover may automatically be renewed on the terms contained in the renewal offer and we will deduct the renewal premium from your nominated bank account or credit card unless you tell us not to. If the nominated bank account or credit card is not yours, you confirm you have the authority of the relevant person to use it and they have agreed to these terms.

You must notify us by phone or in writing if you decide not to renew your policy.

On renewal, you must comply with your duty of disclosure as set out in the Important Matters section of this policy wording.

## Continuity of cover and time limit for ongoing conditions

If your policy is renewed on each anniversary date of your original start date, and provided that your policy does not lapse for any reason, we will provide continuity of cover under the policy for:

- an ongoing condition affecting your pet; and
- any condition which is not an ongoing condition but for which treatment must continue into your new period of cover;

Provided:

- a. they are not pre-existing conditions; and
- b. where your pet has been diagnosed with an ongoing condition, the maximum amount we will pay during the pet's lifetime for the ongoing condition or for any related conditions, will be the benefit limit or sub-limit that applied in the period of cover when the ongoing condition first presented. When the relevant benefit limit has been exhausted for the ongoing condition, we will not pay any further amounts for that condition, even if you continue to renew your pet's cover or upgrade your Plan.

Ongoing conditions may include (but are not limited to) the following conditions:

Asthma	Diabetes	Kidney disease
Cancer	Heart disease	Osteoarthritis
Cushing's disease	Hyperthyroidism	Skin allergies

An example is provided on the following page.

## Example (ongoing conditions):

Year 1	<ul style="list-style-type: none"> <li>&gt; A customer purchases an Essentials Plan for their cat, Mr Whiskers.</li> <li>&gt; The policy aggregate for the Essentials Plan is \$7,000. This is the policy aggregate and the maximum amount claimable during this period of cover for all medical conditions suffered by Mr Whiskers, combined (provided no sub-limit applies).</li> <li>&gt; Mr Whiskers is unfortunately diagnosed with a skin allergy, and he requires more than three months of treatment.</li> <li>&gt; This means that Mr Whiskers' skin allergy is an ongoing condition, and the maximum amount claimable for this condition throughout Mr Whiskers' lifetime, as long as the policy is renewed continuously, is \$7,000.</li> <li>&gt; Mr Whiskers' owner makes a claim for \$3,000 worth of treatment for the skin allergy.</li> </ul> <p>The remaining balance Mr Whiskers' owner's claim for treatment for this ongoing condition throughout the subsequent periods of cover combined is \$4,000 in total.</p>
Year 2	<ul style="list-style-type: none"> <li>&gt; Mr Whiskers' owner claims \$2,500 in vet expenses for the ongoing condition (skin allergy).</li> </ul> <p>The balance that remains claimable for Mr Whiskers' skin allergy is \$1,500.</p>
Year 3	<ul style="list-style-type: none"> <li>&gt; Mr Whiskers' owner decides at renewal to upgrade to the Comprehensive Plan, which has a policy aggregate of \$15,000.</li> <li>&gt; The remaining claimable balance for Mr Whiskers' skin allergy is still \$1,500.</li> </ul> <p>Even though the policy has been upgraded to a Plan with a higher policy aggregate, the limit for Mr Whiskers' ongoing condition does not increase because the limit from the Plan when the ongoing condition was first diagnosed still applies.</p>
Year 4	<ul style="list-style-type: none"> <li>&gt; Mr Whiskers' owner claims the remaining balance of \$1,500 for the skin allergy.</li> </ul> <p>No further claims are payable for Mr Whiskers' ongoing condition as the benefit has now been exhausted. This also applies under all future periods of cover.</p>



# Cancelling Your Policy

## Cancellation by you

You may cancel your policy for any reason after the cooling off period. If you want to cancel your policy you must tell us by phone, or in writing by post or email.

In all cases, the cancellation will be effective from the date that we receive cancellation notification from you.

### Cancellation where no claims have been made:

If you have paid the annual premium in full and, provided no claim has been made, we will refund the premium less the amount of premium applicable for the period that cover was in place for.

If you have been paying your premium by instalments, there is no premium refund (including for any remaining days of a current instalment period), and no further premium instalments will be deducted from your account.

### Cancellation after a claim has been made:

Claims are paid on the basis that either you have paid, or you agree to pay, any remaining premium in full for your period of cover.

If you cancel your policy after having made a claim, no refund is due to you. We have the right to request that you pay the remaining premium for your period of cover if it has not already been paid.

Any outstanding premium may be deducted from any claim payment we owe you, or alternatively, charged to your nominated bank/credit card account.

This clause survives the termination of your policy.

### Cancellation because your pet has passed away:

If you cancel your policy because your pet has passed away, your policy will be cancelled in the same way as set out above depending on whether or not you have made a claim.

## Cancellation by us

We may cancel your policy with immediate effect where the law permits us to do so if you have:

- not complied with your duty of disclosure; or
- allowed your premium to enter into arrears; or
- if any information you provided when you took out your policy or when you made a claim was not truthful or correct; or
- if any information you supplied in support of your application for insurance or in support of any claim was fraudulent, or, if you made a fraudulent claim.

If we cancel your policy due to fraud, we will not refund any money to you.

# Changing Your Cover

## Policy upgrades

You can upgrade to a higher Plan at any time up until your pet reaches its 8th birthday, or if your pet is a select breed, up to its 5th birthday. Upgrades are not allowed after your pet has reached the upper age limit, whichever limit is relevant.

### Upgrades at renewal

- 1) A claims waiting period applies when you upgrade your pet's policy from an Essentials Plan to a Comprehensive Plan at the renewal of your policy. If you need to make a claim for a newly qualifying condition that first started (or for which signs or symptoms first showed) during that claims waiting period, the benefit limits of the Essentials Plan will continue to apply to that condition.
- 2) For any new qualifying condition that first started (or for which signs or symptoms first showed) after that claims waiting period, the upgraded benefits of your new Comprehensive Plan will apply to that condition.
- 3) The benefit limits for the Essentials Plan will continue to apply to any qualifying condition that first started (or for which signs or symptoms first showed) before this renewal. In relation to that qualifying condition, this also remains the case for any future renewals.

### Upgrades at any other time

If you upgrade your Plan outside of renewal, your existing policy will be cancelled. We will issue you with a new policy. There will no longer be any cover in place for any ongoing conditions, or any other conditions your pet developed in a previous period of cover, as these will now be pre-existing conditions which are excluded.

In addition, since you are issued with a brand new policy, claims waiting periods apply.

## Policy downgrades

### Downgrades at renewal

- 1) There is no claims waiting period when you downgrade your policy from a Comprehensive Plan to an Essentials Plan at renewal.
- 2) The lower limits of the Essentials Plan will apply with immediate effect, including the limit for any ongoing conditions your pet was diagnosed with during any previous period of cover.

### Downgrades at any other time

You can downgrade your policy from the Comprehensive Plan to the Essentials Plan at any time, provided you have not made any claims under any benefits that are only available on the Comprehensive Plan, and provided you have not made any claims that exceed any limits or sub-limits on the Essentials Plan.

However, if you downgrade your policy outside of renewal, your existing policy will be cancelled, and we will issue you with a new policy. There will no longer be any cover in place for any ongoing conditions, or any other conditions your pet developed while they were covered on the higher Plan, as these will now be pre-existing conditions which are excluded.

As you are issued with a brand new policy, claims waiting periods apply.

## Adding or removing the optional benefit (dental care)

You can add the Optional Benefit until your pet reaches its 8th birthday.

However, this benefit may only be added or removed at renewal, and if this benefit is added, a 90 day claims waiting period applies.

# General Exclusions

We will not pay for any claims, costs or losses under any section of this policy directly or indirectly arising from, related to or associated with:

1. your pet's pre-existing conditions;
2. any condition which first presented its signs or symptoms or which was first diagnosed during any claims waiting period;
3. any condition where the diagnosis is inconclusive, but where the customary treatment is similar to customary treatment for any condition which is not covered on your pet's policy, or for which any relevant sub-limit has been exhausted;
4. hereditary conditions which first manifest before your pet's 2<sup>nd</sup> birthday;
5. congenital conditions;
6. brachycephalic airway syndrome (elongated soft palate, stenotic nares, everted laryngeal sacculles, laryngeal collapse and tracheal hypoplasia);
7. any declared epidemic causing widespread illness to cats or dogs;
8. any treatment administered or prescribed by a person who is not a qualified vet, veterinary nurse or technician, or alternative therapist;
9. organ transplants, stem cell transplants or joint replacements;
10. ectoparasites (such as fleas) or endoparasites (such as intestinal worms);
11. experimental treatment, or treatment or medication which is not approved by the Ministry of Primary Industries or the Veterinary Council of New Zealand;
12. breeding, pregnancy, obstetrics and birth (including caesarean sections);
13. canine parvovirus, canine distemper, canine infectious hepatitis, kennel cough, leptospirosis, or, treatment for feline viral rhinotracheitis, feline calicivirus and feline panleukopaemia, feline immunodeficiency virus (FIV), feline leukaemia virus (FeLV) and feline chlamydiosis unless you can provide evidence that your pet was up to date with its vaccinations at the time signs or symptoms first presented;
14. your failure to provide all reasonable care for your pet's health and wellbeing or your failure to reasonably protect your pet from illness or injury, which may include (but is not limited to), your failure to protect it from injuries inflicted by fighting with other animals, or from the ingestion of toxic or obstructive substances, objects or food;
15. malicious acts, mistreatment, deliberate injury or gross negligence towards your pet caused by you, any member of your immediate family, or any other person who normally resides with you and your pet;
16. any amounts charged by your vet for providing information in relation to your claim;
17. postage, courier fees or administration costs;
18. war, riot, civil commotion, terrorism, natural disaster or similar events;
19. the destruction of your pet due to any court or council order;
20. your business or occupation, or your pet being used for the purpose of any business, occupation (with the exception of assistance dogs), hunting or sport;
21. any treatment, expenses or events occurring after your policy end date, unless you have renewed your pet's policy without any lapse in cover (except to the extent that cover may be available to you under Section 2.3 ii) Lost Pet - Reward).

# What We Pay

The maximum amount we will pay under each section is shown in the Table of Benefits for the Plan you have selected. The maximum amount we will pay for all claims under **Sections 1 and 2** combined is the policy aggregate.

You must also read **General Exclusions** for reasons why we will not pay.

## SECTION 1 - VET EXPENSES

### What we cover

If, during your period of cover, your pet suffers an illness or an injury, we will reimburse you up to the limits specified in the Table of Benefits for all reasonable vet expenses, including specialist treatment and alternative therapy, necessarily incurred by you to treat your pet's condition.

In addition, if you purchased the Comprehensive Plan, we will also pay for two claims per period of cover for routine care, up to a maximum of \$50 per claim. No co-payment applies to claims for routine care.

Sub-limits apply for all claims arising from each of the following:

- Cruciate ligament surgery
- Patella surgery
- Specialist treatment (non-life threatening conditions)
- Alternative therapy
- Routine care

### What we exclude

We will not pay for:

- a) treatment outside of New Zealand;
- b) house visits unless moving your pet would either endanger its life or significantly worsen your pet's illness or injury, as confirmed by your vet;
- c) after-hours treatment unless your vet confirms that an emergency consultation was essential;
- d) treatment undertaken for cosmetic purposes or costs associated with grooming, including where your pet requires sedation or general anaesthetic to undergo the grooming procedure;
- e) testing or procedures to determine the suitability of your pet for breeding or for genealogical purposes;
- f) transport or boarding expenses;
- g) food, including food prescribed by a vet;
- h) any treatment or medication after your policy end date, unless you have renewed your pet's policy without any lapse in cover;
- i) routine care unless you purchased the Comprehensive Plan;
- j) any medication, vitamins, supplements or pheromone products which are available to purchase over the counter without requiring a prescription from a vet;
- k) the cost to hire or purchase medical equipment, including but not limited to Elizabethan collars, cages, crates or housing, and prosthetics or orthotics;
- l) dental treatment or treatment of an oral disease unless you have purchased the Comprehensive Plan and the treatment is described in the policy definition of routine care or, unless a serious and traumatic accident occurs and the dental treatment is carried out directly to repair serious injuries to your pet's face;
- m) post-mortem and non-essential euthanasia;
- n) any condition for which you have declined a course of reasonable and customary treatment that was recommended by your vet or where you have chosen to pursue another course of treatment instead, without our prior authorisation. In such cases, we may agree to pay you the amount we would have paid had you pursued the course of treatment your vet recommended in the first instance, but in all circumstances we will not pay for any additional costs you incur.

## SECTION 2 - ADDITIONAL BENEFITS

### Section 2.1 Funeral Costs

#### What we cover

If your pet passes away within your period of cover, we will contribute \$100 towards the cost of cremation or burial provided that you supply the following documentation in support of your claim:

- Clinical notes from your vet regarding the cause of death, and
- A receipt for the cremation or burial from your vet or from a known pet funeral company.

#### What we exclude

We will not pay if the cause of your pet's death would otherwise be excluded under this policy.

### Section 2.2 Owner Hospitalisation (Emergency Boarding Fees)

#### What we cover

If you are unexpectedly hospitalised during your period of cover we will pay emergency boarding fees for your pet provided that:

- you are hospitalised for at least three consecutive days and nights, and
- you are the sole carer of your pet.

You must provide us with the reason you were hospitalised, proof of your unexpected hospitalisation and the dates you were hospitalised.

#### What we exclude

We will not pay for claims arising directly or indirectly from:

- a) pregnancy;
- b) cosmetic or elective surgery, or any surgery that is not urgent and for which you can reasonably plan alternative care for your pet in advance;
- c) any illness or injury which you were aware of, for which your hospitalisation was reasonably foreseeable prior to your policy start date, or where you have continuously renewed your policy without any gaps in cover, prior to your original policy start date;
- d) any costs incurred if another member of your household can reasonably be expected to look after your pet while you are in hospital.

### Section 2.3 Lost Pet (Advertising & Reward)

#### What we cover

If your pet is lost or goes missing for a period of more than five consecutive days, we will reimburse you for the cost of advertising (up to \$200) and reward (up to \$400).

Reimbursement is made in the following way:

##### i) Advertising

We will pay a maximum of \$200 towards necessary and reasonable items for the purpose of making your own posters, and any other advertising costs you incur in your attempt to locate your missing pet.

You may claim for \$100 worth of advertising and materials after the fifth consecutive day your pet has been missing. If your pet is still missing after ten days, you may claim the remaining \$100.

##### ii) Reward

We will contribute the same amount you have offered and paid as a reward to get your pet back if your pet has been missing for more than five consecutive days, up to a maximum of \$400.

All receipts and supporting documentation we reasonably require must be provided. This is not a cash benefit.

If your pet is lost or missing at the time you purchase your policy, cover will commence when your pet is found and back in your care.

#### Conditions precedent to payment under Section 2.3:

If the following conditions are not met to our reasonable satisfaction, we will not pay your claim:

- 1) Your pet must be microchipped.
- 2) If your pet was stolen, or if you suspect your pet was stolen, you must report this to the police and provide us with a copy of your police report.
- 3) You must register your pet as missing on <http://www.lostpet.co.nz> (Petsonthenet.co.nz).
- 4) You must take all reasonable steps to locate your pet within the first 24 hours of your pet being missing.
- 5) You must provide us with evidence that you have exhausted all options available to you within the first five days of your pet being missing. This may include evidence that you have registered your lost pet with local council shelters, vet clinics and the SPCA, and on social media.
- 6) You must provide us with the name and contact details of any person you have paid a reward to.
- 7) You must provide us with evidence you have paid the reward such as a copy of your bank statement showing the payment.

#### What we exclude

We will not pay:

- a) for any reward paid to any member of your family or your friends, or to any person residing with you;
- b) if your pet goes missing outside of New Zealand;
- c) if your pet goes missing in transit, including while it is being transported by an airline carrier;
- d) for any amount claimed for reward if you have not submitted your claim within twelve months of your pet going missing.

### Section 2.4 Holiday Cancellation

If during your period of cover, your pet suffers a life threatening condition meaning you are unable to travel because you need to care for your pet while it undergoes, or recovers from, treatment for the life threatening condition, we will pay either:

- i) the reasonable additional costs you and your immediate family incur to reschedule your holiday to depart at a later date or;
- ii) non-refundable, unused and pre-paid costs associated with you and your immediate family cancelling your holiday,

up to the maximum limit for the Plan you have chosen as specified in the Table of Benefits, provided that your holiday was booked and paid for before your pet first showed signs and symptoms of the life threatening condition or before the condition was diagnosed.

#### Conditions precedent to payment under Section 2.4:

If the following conditions are not met to our reasonable satisfaction, we will not pay your claim:

- 1) you must provide us with a copy of your travel itinerary and receipts, and
- 2) you must provide us with evidence of any refunds you have received or are entitled to receive, or alternatively, evidence that no refunds are available to you.

#### What we exclude

We will not pay:

- a) if the cause of your pet's life threatening condition or death would otherwise be excluded under this policy;
- b) if the condition suffered by your pet which causes you to cancel your holiday is not a life threatening condition;
- c) if your pet has a life threatening condition with a life expectancy of more than three months from your departure date, and either of the following apply:
  - your pet does not require medical intervention or treatment or;
  - your pet requires treatment which can reasonably be provided by its caregiver while you are on holiday, such as the administration of daily medication;

- d) if your holiday was booked after your pet was diagnosed with the life threatening condition or after it first showed signs or symptoms of the condition;

## SECTION 3 - OPTIONAL BENEFIT (DENTAL CARE)

You only have cover under Section 3 if you paid an additional premium for this optional benefit when you purchased your policy. To check if you have this cover, please refer to your certificate of insurance.

Section 3 can only be added to or removed from your policy on renewal. It is important that you consider what this means for your circumstances.

### What we cover

If your pet requires necessary dental treatment for any of the following conditions during your period of cover, we will pay you up to the amount specified in the Table of Benefits:

- Gingivitis
- Abscesses
- Dental disease
- Cavities
- Tooth fracture
- Retained deciduous teeth

### What we exclude

We will not pay for:

- a) routine dental check-ups;
- b) dental scale and polish, unless this is required to treat a dental condition specifically listed as covered under Section 3 - Optional Benefit (Dental Care).

## Claims

Before claiming, check that you are covered by your policy by reading the appropriate section in the policy wording and the General Exclusions to see exactly what is and what is not covered. Please take note of conditions, limitations and exclusions that could affect your claim.

### How to make a claim

You must give notice of your claim as soon as possible. The fastest and easiest way to make a claim is to visit our website and download a claim form - [petinsurance.tower.co.nz/onlineclaims](https://petinsurance.tower.co.nz/onlineclaims).

Alternatively, you can call the contact number shown on the back cover of this policy wording for further assistance.

If there is a delay in claim notification, or if you do not provide sufficient detail to process your claim, we can reduce your claim by the amount of prejudice we have suffered because of the delay.

You must, at your own expense, give any information Allianz Partners reasonably ask for to support your claim, including but not limited to your pet's clinical notes, medical reports, receipts, itineraries, police reports and any other document necessary to assess your claim.

You must co-operate at all times in relation to providing supporting evidence and such other information that may reasonably be required.

### Claims are payable in New Zealand dollars to you

We will pay all claims in New Zealand dollars. We will pay you unless you tell us to pay someone else. Payment will be made by direct credit to a New Zealand bank account nominated by you.

### If you can claim from anyone else, we will only make up the difference

If you can make a claim against someone in relation to a loss or expense covered under this policy you must claim from them first. If they do not pay you the full amount of your claim, we will make up the difference.

### Other insurance

If any loss covered under this policy is covered by another insurance policy, you must give us details.

We will only make any payment under this policy once the other insurance policy is exhausted. If we have paid your claim in full first, we may seek contribution from your other insurer. You must give us any information we reasonably ask for to help us make a claim from your other insurer.

### Subrogation

We may, at our discretion undertake in your name and on your behalf, control and settlement of proceedings for our own benefit in your name to recover compensation or secure indemnity from any party in respect of anything covered by this policy. You are to assist and permit to be done, everything required by us for the purpose of recovering compensation or securing indemnity from other parties to which we may become entitled or subrogated, upon us paying your claim under this policy regardless of whether we have yet paid your claim and whether or not the amount we pay you is less than full compensation for your loss. These rights exist regardless of whether your claim is paid under a non-indemnity or an indemnity clause of this policy.

### Recovery

We will apply any money we recover from someone else under a right of subrogation in the following order:

1. To us, our costs (administration and legal) arising from the recovery.
2. To us, an amount equal to the amount that we paid to you under your policy.
3. To you, your uninsured loss.

Once we pay your total loss we will keep all money left over.

If we have paid your total loss and you receive a payment from someone else for that loss, you must pay us the amount of that payment up to the amount of the claim we paid you.

### Fraud

Insurance fraud places additional costs on honest policyholders. Fraudulent claims force insurance premiums to rise. We encourage the community to assist in the prevention of insurance fraud.

You can help by reporting insurance fraud by calling Allianz Partners on 0800 778 109. All information will be treated as confidential and protected to the full extent permitted under law.

## CONTACT US

### SALES & GENERAL ENQUIRIES

PHONE: 0800 630 116

EMAIL: [pethelp@allianz-assistance.co.nz](mailto:pethelp@allianz-assistance.co.nz)

### CLAIMS

PHONE: 0800 630 116

EMAIL: [petclaim@allianz-assistance.co.nz](mailto:petclaim@allianz-assistance.co.nz)

Monday to Friday from 8.30am to 5pm

PHONE: 0800 630 116

Tower Pet Insurance is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners Level 3, 1 Byron Avenue, Takapuna, Auckland 0622

Tower Limited: financial strength rating A-(Excellent), stable outlook (effective April 2021).