

# PetCare

## Accidental injury and illness cover (with optional extras)

IMPORTANT – please read!

Thank you for choosing Southern Cross Pet Insurance. We want you to be confident in knowing what your pet is covered for. The intention of pet insurance and this policy is to help you cover unexpected vet charges for certain accidental injuries and illnesses. Pet insurance does not generally cover pre-existing conditions and there are other limits and exclusions. It is important that you understand the benefits, your obligations and the limitations of cover under this policy. Please take the time to read the policy.

The Southern Cross Pet Insurance Team

Effective from 8 May 2017

### 1. About Southern Cross Pet Insurance

#### (a) Financial strength rating

Southern Cross Pet Insurance is the trading name for Southern Cross Benefits Limited's pet insurance business. Southern Cross Benefits Limited is the insurer of this **policy**.

Southern Cross Benefits Limited has an A (Strong) financial strength rating given by Standard & Poor's (Australia) Pty Limited.

The rating scale is:

AAA (Extremely Strong)	AA (Very Strong)	A (Strong)
BBB (Good)	BB (Marginal)	B (Weak)
CCC (Very Weak)	CC (Extremely Weak)	SD or D (Selective Default or Default)
R (Regulatory Action)	NR (Not Rated)	

Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. Full details of the rating scale are available at [standardandpoors.com](http://standardandpoors.com). Standard & Poor's is an approved rating agency under the Insurance (Prudential Supervision) Act 2010.

#### (b) Complaints and disputes

Southern Cross Benefits Limited (FSP164764) is a registered financial service provider and a member of the Insurance & Financial Services Ombudsman (Ombudsman) Scheme, which is an approved dispute resolution scheme. If **you** have a complaint or dispute about the services provided to **you**, please follow **our** Internal Disputes Resolution (IDR) process which can be found at [southerncrosspet.co.nz/complaint](http://southerncrosspet.co.nz/complaint).

If **your** complaint or dispute is not satisfactorily resolved, **you** can then follow **our** External Disputes Resolution (EDR) process and refer the matter to the Ombudsman, which is a free and independent service. For more information or to access the Ombudsman process please call 0800 888 202, or visit [ifso.nz](http://ifso.nz).

Please go to **our** website to view the full IDR and EDR processes.

#### (c) Please read your policy carefully

This **policy** outlines the features, benefits, terms, conditions and **exclusions**. Please read this **policy** carefully including:

- (i) eligibility, **cover** options and the **benefit limits**;

- (ii) the other terms, conditions and **exclusions** of this **policy**;

- (iii) the definitions. Definitions of certain words that appear throughout the **policy** are set out in bold text and have special meanings; and

- (iv) **your certificate of insurance** - this sets out details of **your policy** including **your** premium, the **cover** selected, **your policy start date** and **policy end date**, any **pre-existing conditions** and any additional conditions applying to **your policy**.

Together these documents set out the terms and conditions of **your policy**.

#### (d) Communicating with Southern Cross Pet Insurance

**You** can contact **us** via:

Email: [info@southerncrosspet.co.nz](mailto:info@southerncrosspet.co.nz)

Website: [southerncrosspet.co.nz](http://southerncrosspet.co.nz)

Phone: 0800 800 836, 8:30am – 5:00pm, Monday – Friday

Post: Private Bag 3240, Waikato Mail Centre, 3240

**We** also record and store telephone calls for training purposes and to ensure that any information exchanged over the telephone can be verified.

### 2. Eligibility, cover and benefits

#### (a) Eligibility for cover

To be eligible for **cover your pet** must be between 8 weeks and 6 years (inclusive) of age on the **policy start date**. **Pets** over 6 years of age will not qualify for **accidental injury and illness cover** where **cover** with **us** has not been continuous (for example if there has been a break, lapse or change in the level of **cover**).

#### (b) Cover types

There are four **accidental injury and illness cover** options available with different **benefit limits**. **Day-to-day care extra** and **dental care extra** can also be added on to **your** selected **cover** for an additional premium, subject to the terms, conditions and **exclusions** of this **policy**. A **co-payment** option is also available (except for **day-to-day care extra**) and if selected, will be set out on **your certificate of insurance**. A mandatory 20% **co-payment** applies to **dental care extra**.

#### (c) Policy duration

**Your policy** will continue for a period of twelve (12) months from **your policy start date** unless cancelled, either by **you** or by **us** in

accordance with the terms and conditions of this **policy**. The issuing of a new **policy** at the end of each **policy period** will be at **our** sole discretion. **We** may also decline to offer **cover** or choose to offer **cover** on different terms and conditions, regardless of whether **cover** has been previously offered.

(d) **Stand down periods**

The following **stand down periods** apply to **your cover**:

- (i) 21 days for **illness cover**;
- (ii) 90 days for cruciate ligament(s);
- (iii) 90 days for **day-to-day care extra** (except for microchipping which does not have a **stand down period**); and
- (iv) 90 days for **dental care extra**.

The relevant **stand down period** commences at 00:01 on the day that **your policy** is issued and ends at 23:59 on the 21st or 90th day (as applicable) after that first day.

(e) **Benefit limits applying to your cover**

- (i) Subject to and in accordance with the terms, conditions and **exclusions of your policy**, **we** will reimburse **you** for **vet charges** (for **qualifying treatment to your pet**) incurred during the **policy period**, up to the relevant **benefit limits** applicable to the **cover** stated on **your certificate of insurance** subject to any applicable **co-payment**.
- (ii) The maximum **cover** for **qualifying treatments** in each **policy period** is:

<b>Cover: Accidental injury and illness</b>	<b>Benefit limit</b>
BlueRibbon	\$15,000
GoldRibbon	\$10,000
SilverRibbon	\$ 5,000
BronzeRibbon	\$ 2,500

<b>Extra cover</b>	<b>Benefit limit</b>
<b>Dental care extra</b> (mandatory 20% <b>co-payment</b> )	\$300
<b>Day-to-day care extra</b> (maximum \$75.00 per <b>qualifying treatment</b> )	\$150

- (iii) Subject to the **benefit limit**, the **qualifying treatments** that may be claimed under **day-to-day care extra** are limited to:
  - De-sexing;
  - Microchipping;
  - Dew claw removal;
  - Flea/tick/worm control;
  - Scale and polish;
  - **Alternative treatments**;
  - Prescription foods;
  - Vaccinations / health checks; and
  - Cremation/burial.
- (iv) Subject to the **benefit limit**, the **qualifying treatments** that may be claimed under **dental care extra** are limited to gingivitis, abscesses and the removal of teeth where medically necessary due to:
  - Dental disease arising from infection;
  - Retained deciduous teeth;
  - Cavities; and
  - Tooth fracture.
- (v) In addition:
  - **we** will pay up to \$25 per **policy period** for one vaccination or check up for **your pet** when carried out by a **vet**;
  - If **your pet** develops a **chronic condition** during the **policy period**, the maximum amount **we** will pay over the lifetime of **your pet** for **qualifying treatment** for that **chronic condition** is the relevant **benefit limit** that applied in the **policy period** when **you** were first aware (or a reasonable person in **your** circumstances ought to have been aware) of the **chronic condition** or the signs or symptoms of the

**chronic condition**. Once this amount has been paid, **we** will not pay for any further **qualifying treatment** of that **chronic condition** or any related **health condition** during the remainder of that **policy period** or any future **policy period**; and

- **Benefit limits** cannot be carried forward to subsequent **policy periods** and will expire on each **policy end date**.

### 3. General conditions applying to your pet insurance

(a) **Your duty to take care**

**You** must provide proper care and attention to **your pet** at all times. It is also a condition of **cover** that **your pet** must reside with **you** and be under **your** care and supervision.

(b) **Your duty of disclosure**

- (i) **You** must comply with **your** duty of disclosure. When **you** apply for or change a **policy** with **us** or make a claim to **us**, **we** will ask **you** a series of questions. **You** must declare everything **you** know when **you** answer these questions for **us** to decide:
  - whether **we** will insure **you**; and
  - the amount **we** will charge **you**; and
  - whether any special conditions will apply to **your policy**; and
  - whether a claim is payable.

**You** must also disclose anything that is material, even if **we** don't ask **you** a specific question.

- (ii) If **you** do not comply with this duty of disclosure **we** may reduce **our** liability for any claim and/or cancel **your policy**. If fraud or dishonesty is involved **we** may treat **your policy** as void from the **policy start date**.

(c) **Premiums**

- (i) **Your** premium is shown on **your certificate of insurance** and includes all government taxes and/or charges and any loading that may apply based on the age or breed of **your pet**.
- (ii) **Your** premium:
  - is calculated at the **policy start date** and at each renewal. The premium is printed on **your certificate of insurance**;
  - when **you** apply for a new **policy** and when **you** renew **your policy**, is payable in accordance with any other payment terms agreed by **us** in writing to **you**; and
  - must be paid each time on or before its due date.
- (iii) Claims are paid on the basis that **you** have paid or will pay the remaining premiums in full for that **policy period**. If **you** do not pay **your** premium by any due date then:
  - if the unpaid premium remains in arrears for more than forty-five (45) days after the due date **we** may cancel **your policy** by notifying **you**;
  - **we** will not pay claims under **your policy**; and/or
  - **we** can deduct any premium amount **you** owe **us** from any claim payment or other payment **we** make to **you**.
- (iv) It is **your** responsibility to ensure that the correct premium is paid in full on or before its due date. **We** are under no obligation to notify **you** if **you** have overpaid **your** premium, unless such overpayment is in excess of \$100.00.

(d) **Claiming**

- (i) Claims must be submitted to **us** as soon as reasonably possible after the **qualifying treatment** giving rise to the claim and in any event, within 12 months of the **qualifying treatment** that gave rise to the claim. If **we** require additional information **we** will advise **you** of this or contact **your vet** directly.
- (ii) All claims must be completed accurately and truthfully on **our** claim form and submitted with the original itemised tax invoice(s), evidence that payment has been made and such **vet** records as **we** may require (these are **vet** notes for the **qualifying treatment** being claimed that include proper details of diagnosis and

treatment). All claims must be submitted by mail to Southern Cross Pet Insurance directly. If **we** require additional information, **we** will advise **you** of this or contact **your vet** directly. Claim forms can be downloaded from [southerncrosspet.co.nz](http://southerncrosspet.co.nz) or are available on request by calling 0800 800 836.

- (iii) **You** must provide sufficient evidence as is necessary to substantiate **your** claim to **our** reasonable satisfaction, including all relevant original receipts and documents where available. **We** may also require **you** to provide **us** with such other forms of supporting evidence as are necessary (in **our** reasonable opinion) to substantiate **your** claim. Photocopied, faxed or scanned documents will only be accepted if first agreed to by **us**.
- (iv) **Your** right to make a claim is subject to and conditional on **you** providing all authorisations which **we** are required to obtain to comply with privacy laws and codes of practice applying in New Zealand, relating to the collection, use, storage and disclosure of information. (For example, **you** authorise that **we** may contact **your vet** (current or previous) to obtain details relating to **your** claim or treatment provided to **your pet**).
- (v) If **your** claim is accepted, **we** will pay **you** and not the **vet**, unless otherwise agreed by **us**. A claims refund advice will be emailed or posted to **you** regarding the settlement of **your** claim.
- (vi) If the **vet charges** are considered by **us** (in **our** reasonable opinion):
- to be unreasonable;
  - to be higher than the **vet charges** normally charged by a general or referral practice;
  - to be unnecessary as **qualifying treatment** may not be required; or
  - to be excessive, when compared with the **qualifying treatment** normally recommended to treat the same **health condition** by general or referral practices; -
- then **we** may request a second opinion at **our** cost from a **vet** that **we** choose. If the **vet we** choose does not agree that the treatment provided or fees charged were reasonable and/or necessary, **we** may decide to pay only the cost of the **qualifying treatment** that was reasonable and/or necessary to treat the **health condition** (as advised by the **vet** from whom **we** have requested the second opinion).
- (vii) If all or part of any valid claim is covered by any other insurance or a third party, or **you** are eligible to receive any refunds, credits, rebates or discounts, then **you** must provide **us** with those details at the time **you** submit **your** claim and **we** will only pay the difference. If **you** can claim against anyone else, **you** must claim against them first before **we** will consider covering the difference.
- (viii) If **you** have been overpaid on any claims, **we** may seek to recover the amount incorrectly paid out and deduct or set off such amounts from other claims made by **you**.
- (ix) If **we** are entitled to recover any money from **you** in relation to this **policy** at any time, **we** can offset and/or deduct the amount **you** owe **us** from any claim payment or other payment **we** make to **you**.
- (x) **We** may, at **our** cost and in **your** name, take any action available to recover a claim which **we** have accepted. **You** must assist **us** in providing information about any third parties who **we** may recover a claim from and/or in any legal proceedings.
- (e) **Co-payments**
- (i) Settlement of **your** claim where **you** have a **co-payment** will be calculated as follows:
- Vet charges less co-payment subject to any applicable benefit limit applying to your cover.**
- (iii) The following is an illustrative calculation based on a 20% **co-payment** option:
- Eligible **vet charges** claimed: \$4,000
  - Less: 20% **co-payment**: (\$800)
  - Benefit payable to **you**: \$3,200
- (f) **Pre-existing conditions**
- (i) **Pre-existing conditions** are excluded from **your cover** unless specifically agreed in writing by **us**. If **you** do not declare a

**pre-existing condition** on the application form, and **your pet** subsequently requires treatment, then **we** may decline **cover** for that **pre-existing condition** or avoid the **policy**. If **we** elect to continue **your policy**, **we** will also add the **pre-existing condition** to **your certificate of insurance** so that there is a proper record of the **pre-existing condition**.

- (ii) When referring to **pre-existing conditions** affecting a part of **your pet's** body of which it has two or more, all such body parts will be deemed to be **pre-existing conditions** and will be excluded from **cover**. For example: if a dog has been diagnosed with a cruciate tear in his left leg before the **policy start date**, a subsequent cruciate tear in his right leg will also be excluded as a **pre-existing condition**.

## 4. Cancellation

- (a) **Cooling-off period**  
If **you** are not completely satisfied with the terms and conditions of **your policy**, **you** may cancel **your policy** by notifying **us** within 14 days of **your policy start date** and receive a full refund. To cancel **your policy**, **you** need to notify **us** in writing or call **us**. 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 that **you** may be entitled to a refund under the Consumer Guarantees Act 1993 or paragraph (b) below).
- (b) **Cancellation by you**  
If **you** cancel **your policy we** will refund any premium **you** have paid less an amount that covers the period for which **your pet** was insured. If **you** want to cancel **your policy you** need to notify **us** in writing, or call **us**. The cancellation will be effective from the date that **we** receive cancellation notification from **you**.
- (c) **Cancellation by us**  
**We** can cancel **your policy** in any way permitted by law with immediate effect, with no refund of premium paid, including if **you** have:
- failed to comply with **your** duty of disclosure; or
  - made a misrepresentation to **us** at the time the **policy** was entered into; or
  - failed to comply with a relevant provision of the **policy**; or
  - made a fraudulent claim under the **policy**; or
  - failed to notify **us** of matters as required by the **policy**; or
  - allowed **your** premium to be in arrears.

If **we** cancel **your policy we** will do so by giving **you** notice by email or post.

## 5. Renewal and changes to your pet's cover

- (a) **Certificates of insurance**  
A **certificate of insurance** will be issued:
- (i) on renewal of **your policy** at the end of each twelve (12) month period; or
- (ii) if **your cover** is upgraded or downgraded during the **policy period**; or
- (iii) if **we** become aware of a **pre-existing condition** and elect to continue **your policy**.
- (b) **Renewal of policy**
- (i) If **we** offer to renew **your policy we** will notify **you** prior to the **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;
- (ii) At the time of renewal **we** may also change the terms and conditions of the **policy** and premiums. However, unless **we** notify **you** in writing otherwise, **your cover** will be automatically renewed on the terms contained in the renewal offer. If **you** decide not to renew **your policy you** need to notify **us** in writing, or call **us**.
- (c) **Policy upgrades and downgrades**  
**Policy** upgrades (including the removal of a **co-payment**) and

downgrades (including the insertion of a **co-payment**) may be made at any time, but the consequences of making a change will be different depending on whether **you** do so with effect from **your policy** renewal or at another time. In particular:

- (i) if **you** upgrade or downgrade **your policy** outside of **your policy** renewal, **we** will issue a new **policy** and any **pre-existing conditions** that **your pet** has at the time **we** issue **your new policy** will not be covered unless **we** agree in writing to do so;
- (ii) **policy** upgrades may not be made for **pets** older than 6 years and **policy** downgrades may be made for **pets** of any age;
- (iii) the applicable **stand down period** for the **illness cover**, for a cruciate ligament(s), **day-to-day care extra** and **dental care extra** will apply to:
  - all **policy** upgrades; and
  - **policy** downgrades made at any time other than **your policy** renewal; and
- (iv) **you** may only add or remove **day-to-day care extra** or **dental care extra** at **your policy** renewal.

Further specific terms applicable to **policy** upgrades and downgrades are set out below. However, **we** recommend that **you** contact **us** to discuss the consequences of upgrading or downgrading **your policy** before making any **policy** amendments.

#### (d) Upgrades and downgrades made at policy renewal

- (i) If, at **your policy** renewal, **you** choose to insure **your pet** on a plan with higher or additional benefits, the additional or higher benefits will not apply to claims for **health conditions**, signs, symptoms or events **you** were first aware (or ought reasonably to have been aware) of arising prior to the **policy** upgrade or during the **stand down period** on the new **policy**. In such cases and providing **your pet** has had **cover** continuously with **us**, the benefits will be restricted to the lesser of:
  - the benefits applicable under **your** existing **policy**; or
  - the benefits under the **policy** that applied during the **policy** period in which **you** were first aware (or ought reasonably to have been aware) of such **health condition(s)**, signs, symptoms or events.
- (ii) If, at **your policy** renewal, **you** choose to change **your pet** to a **policy** with lower benefits, the lower benefits will apply to all claims with immediate effect except for **qualifying treatment** costs incurred prior to **your policy** renewal.

#### (e) Upgrades and downgrades made outside of policy renewal

If, at a time other than **your policy** renewal, **you** choose to upgrade or downgrade **your policy**, **your** existing **policy** will be cancelled and a new **policy** issued. **You** will not have any cover for **health conditions**, signs, symptoms or events **you** were first aware (or ought reasonably to have been aware) of arising prior to the **policy** upgrade or downgrade or during the **stand down period** on the new **policy**.

## 6. General exclusions of this policy

- (a) The intention of Southern Cross Pet Insurance is to help cover **vet charges** for **accidental injury** and certain **illnesses**; however some **health conditions** and treatments are not covered.
- (b) Unless agreed by **us** and stated on **your certificate of insurance**, **we** will not pay **vet charges** or any other expenses attributable to or related to, or any **health conditions** which have as the underlying cause or are associated with, or are otherwise incurred in relation to, or as a consequence of, any of the following:
  - (i) **pre-existing conditions**, including any **health conditions** specifically set out in **your certificate of insurance**;
  - (ii) **congenital conditions**;
  - (iii) **cosmetic treatment**;
  - (iv) any **health condition** where the diagnosis is inconclusive, but where the treatment is similar to a treatment typically applied to a **health condition** which is not covered by **your policy**;
  - (v) dental care of any kind including dental diseases, gingivitis, teeth cleaning/scaling, orthodontics removal of deciduous teeth

or any oral disease (except for those treatments listed and provided by a **vet** where **you** have selected **dental care extra**);

- (vi) **routine care** (except for those treatments listed and provided by a **vet** (where applicable) where **you** have selected **day-to-day care extra**);
- (vii) **alternative treatments** (except for those treatments listed and provided by a **vet** where **you** have selected **day-to-day care extra**);
- (viii) prescription or dietary pet food, vitamins and mineral supplements, whether recommended by **your vet** or not (except for those benefits listed where **you** have selected **day-to-day care extra**);
- (ix) endoparasites (such as worms) or ectoparasites (such as ticks, fleas, skin mites);
- (x) treatment for dogs of infectious canine hepatitis, parainfluenza, parvovirus, canine distemper and canine adenovirus;
- (xi) treatment for cats of viral rhinotracheitis (calicivirus, herpes virus), panleukopaemia virus, herpes virus, chlamydia, Feline leukaemia virus, FIV and FIP;
- (xii) **breeding or obstetric conditions**;
- (xiii) **behavioural treatment**;
- (xiv) organ transplant surgery, joint replacements, artificial limbs, implants and prosthetics;
- (xv) genetic and/or chromosome testing;
- (xvi) cell-replacement therapies, including stem cell therapy;
- (xvii) grooming and bathing (including medicated baths);
- (xviii) boarding or transport expenses;
- (xix) equipment or devices, including Elizabethan collars and cages;
- (xx) medication(s) for **your pet** that covers a period of more than forty (40) days after the **policy end date**;
- (xxi) any pandemic disease or failure to vaccinate;
- (xxii) house calls and out of hours treatment will be limited to the amount that would have been payable had the **qualifying treatment** been provided during normal consultation hours;
- (xxiii) **your** failure to reasonably protect **your pet** from situations that may result in **accidental injury** or **illness** or from aggravating a treated **health condition**, including maltreatment or gross negligence of a **pet** by **you**, any member of **your** family or any person living with **you** or visiting **you**;
- (xxiv) voluntary euthanasia or euthanasia attributable to any **exclusions**;
- (xxv) autopsy, disposal, post-mortem, burial or cremation of a deceased **pet** (except for those benefits listed where **you** have selected **day-to-day care extra**);
- (xxvi) unless otherwise approved in writing by **us**, medication not approved and registered for animal consumption in New Zealand by the Ministry of Primary Industries or the Veterinary Council of New Zealand;
- (xxvii) any fee charged by **your vet** for:
  - the provision of any information required in the administration or execution of this **policy**; or
  - the provision of any information in relation to a claim made under this **policy**; or
  - assistance provided to **you** in the completion of any form relating to the **policy**; or
  - administration or account fees; or
  - postage or couriers;
- (xxviii) **commercial or occupational purposes**; and
- (xxix) any treatment provided outside of New Zealand or by a policyholder, family member or friend (regardless of whether they are a **vet**).

## 7. Other administrative terms and conditions and privacy

### (a) Other administrative terms and conditions

- (i) Any special terms and conditions that **you** receive in writing from **us** will apply in addition to the terms and conditions contained in this **policy**.
- (ii) The terms and conditions contained in this **policy** can only be changed by **our** written notice to **you**.
- (iii) All currency mentioned in this **policy** is in New Zealand Dollars. All premiums, sums insured and claims payments include GST and any other applicable taxes or duties.
- (iv) When **you** complete and sign the direct debit authority or recurring credit card authority, or provide **us** with a verbal direct debit authority or verbal recurring credit card authority, **you** are instructing **us** to directly debit the relevant premiums calculated by **us** from **your** nominated bank account or credit card. **We** will automatically adjust the deduction amount to debit the relevant premiums and notify **you** in advance of the deduction date. **You** do not need to complete another form. If **you** have concerns about the operation of the direct debit authority or recurring credit card authority, or **you** subsequently need to change any aspects of the authority, please contact **us**.
- (v) If any provision or part of a provision of this **policy** is held by any court or administrative body (including the Ombudsman) to be illegal, void or unenforceable, such determination does not impair the enforceability of the remaining parts of the provision and this **policy** which will remain in full force and effect.
- (vi) The use of the words 'includes' or 'including' in this **policy** does not limit what else is included.

### (b) Your Privacy

#### How may Southern Cross use information about you and your pet?

**You** authorise **us** to use information about **you** and **your pet** for the following purposes:

- to consider **your pet's** eligibility for **cover** under the **policy**;
- to consider the specific terms applying to the **policy** (including any **pre-existing conditions**);
- to administer the **policy**;
- to consider whether any **qualifying treatment** is eligible for cover under the **policy**;
- to contact **you** from time to time, including within a reasonable time of **your pet** ceasing to be covered by the **policy**, with information about products and services relating to **us**, other 'Southern Cross' branded businesses, and **our** business partners;
- to conduct analysis and research;
- to compare with information about **you** held by **our** business partners, so **we** can provide **you** with information about relevant products and services relating to **us** or **our** business partners;
- to process, investigate and review any claims made and or paid (including historical claims);
- to prevent, detect and investigate any fraud including where in **our** reasonable opinion **we** suspect any fraud; and
- to comply with laws and regulations.

#### Who may Southern Cross collect information about you and your pet from?

**You** authorise **us** to collect information about **you** and **your pet** for the above purposes, directly from:

- **you** (e.g. via the application form and claim form);
- **your vet**;
- a previous Southern Cross Pet Insurance (formerly known as Ellenco) **policy** (including previous application(s), **certificate(s) of insurance** and or claims);
- 'Southern Cross' branded businesses and **our** business partners; and
- any other third party authorised by **you**.

**You** also authorise the disclosure of such information by such parties for any of the above purposes.

#### Who may Southern Cross disclose information about you and your pet to?

**You** authorise **us** to disclose information about **you** or **your pet** for the above purposes, directly to:

- **you**;
- **your vet**;
- any third party authorised by **you**;
- other 'Southern Cross' branded businesses and **our** business partners; and
- any other party as required by law.

#### Is the information we hold about you and your pet secure?

**We** endeavour to protect **your** information from loss, unauthorised access, modification or disclosure and or misuse in accordance with the Privacy Act. Please note **we** may also record calls for training and audit purposes and for dispute resolution.

#### How can you access and correct your information?

**You** are entitled to have access to and request correction of any of **your** personal information held by **us**. Please contact **us** on 0800 800 836.

**We** endeavour to ensure that the information **we** collect, store, use or disclose is accurate, complete and up to date. Prompt notification of any changes to **your** contact details will help **us** to do this.

From time to time Southern Cross may send **you** marketing and other information electronically such as by email or text message. If **you** have provided **your** email address or mobile phone number **we** take this as **your** implied consent to **us** doing this. If **you** wish to withdraw **your** consent at any time please contact **us**.

#### If you do not provide us with your information, what then?

If the information provided to **us** is not accurate or complete **we** may not be able to process the application or claim, or it may result in **us** not being able to provide **your pet** with **cover** until accurate and complete information is provided. The consequences of providing incomplete, false or misleading information are set out in **your policy** document.

#### Need more information?

If **you** have any queries about the privacy of information held by **us** and or **our** Privacy Statement, please contact **us** at info@southerncrosspet.co.nz.

**Your** information is collected and held by Southern Cross Medical Care Society, Level 1, Ernst & Young Building, 2 Takutai Square, Auckland 1010.

## 8. Definitions

Wherever the following words appear in the **policy** in bold type, such words mean:

- (a) **Accidental injury** means a sudden, unforeseen and not gradual physical harm or injury, that arises directly from a single event occurring at an identifiable time and place and that is independent of any other causes, including any **pre-existing condition**.
- (b) **Accidental injury and illness cover** means the benefits set out in section 2 for certain stated **qualifying treatment** for **your pet** subject to the terms and conditions of this **policy**. There are three **accidental injury and illness cover** options available with different **benefit limits**. The **accidental injury and illness cover** applying to **your pet** is shown on **your certificate of insurance**.
- (c) **Alternative treatment** means acupuncture, homeopathy, chiropractic manipulation, massage therapy, hydrotherapy or osteopathy (or treatments of a similar nature).
- (d) **Behavioural treatment** means any change to **your pet's** normal behaviour, which requires training, socialisation or behavioural therapy.
- (e) **Benefit limit** means the maximum amount payable during the **policy period** under **your policy** for each type of **cover** selected.
- (f) **Breeding or obstetric conditions** means **health conditions** relating to or arising from breeding or obstetrics, including artificial insemination, caesareans, contraceptives or contraceptive procedures, and phantom pregnancy.
- (g) **Certificate of insurance** means the certificate providing confirmation that **we** have issued a **policy** to **you** and setting out details of **your policy** including **your** premium, the **cover** and **co-payment** selected, any **extra cover** selected, **your policy start date**, **your policy end date**, any **pre-existing conditions** known to Southern Cross Pet Insurance at the date of issue of the certificate and any specific conditions applying to **your policy**, and includes any replacement certificate.

- (h) **Chronic condition** means a **health condition** which has (or is recognised by **our vet** to usually) have one or more of the following characteristics:
- may continue indefinitely and has no widely accepted cure;
  - may require longer than 3 months of monitoring, medication, treatment, consultations, check-ups, examinations or tests; or
  - may relapse following treatment with intervals of remission in between.
- (i) **Commercial or occupational purposes** means commercial or occupation work including racing, hunting, breeding, law enforcement or security work but excluding guide dog and assistance dog work.
- (j) **Co-payment** means the percentage of each eligible claim for which **you** are responsible to pay as set out in **your certificate of insurance**.
- (k) **Congenital condition** means a congenital anomaly or defect. A list of common **congenital conditions** is available at [southerncrosspet.co.nz](http://southerncrosspet.co.nz) or by contacting **us** on 0800 800 836.
- (l) **Cosmetic treatment** means any surgery or procedure or other treatment of any kind that improves, alters or enhances appearance, whether or not undertaken for other medical, physical, functional, psychological or emotional reasons, and includes tail docking and tattooing.
- (m) **Cover** means:
- **accidental injury and illness cover**; or
  - **accidental injury and illness cover** and **day-to-day care extra**; or
  - **accidental injury and illness cover** and **dental care extra**; or
  - **accidental injury and illness cover, day-to-day care extra** and **dental care extra**.
- The **cover** applying to **your pet** is shown on **your certificate of insurance**.
- (n) **Day-to-day care extra** means the benefits set out in section 2 for certain stated **routine care** and **alternative treatment** for **your pet**, subject to the terms and conditions of this **policy**.
- (o) **Dental care extra** means the additional **benefits** set out in section 2 for certain stated dental treatment for **your pet**, subject to the terms and conditions of this **policy**. A mandatory 20% **co-payment** applies to **dental care extra**.
- (p) **Extra cover** means **day-to-day care extra** and/or **dental care extra**.
- (q) **Exclusion(s)** means conditions, treatments or events that are not covered by this **policy**, including as set out in this **policy**.
- (r) **Health condition(s)** means
- any manifestation of an **illness** having the same signs or symptoms, diagnosis or resulting from the same sickness or disease process regardless of the number of incidents or areas of **your pet's** body affected. For example: all types and occurrences of cancer regardless of the type or location of cancer that occur will be classified as the same **health condition**; and
  - any **accidental injury**.
- (s) **Illness** means a sickness or disease.
- (t) **Pet** means the cat or dog named on **your certificate of insurance**.
- (u) **Policy** means the contract of insurance between **you** and **us** which consists of:
- the application form (whether paper or online);
  - this document;
  - **your certificate of insurance**; and
  - any document from **us** specifically confirming any variation of **your policy** prior to the **policy start date**.
- (v) **Policy end date** means 11.59 p.m. on the date upon which **your policy** ceases as specified on **your certificate of insurance**.
- (w) **Policy period** means the period commencing on the **policy start date** and ceasing on the **policy end date**, as shown on **your certificate of insurance**.
- (x) **Policy start date** means 00:01 on the start date of **your policy** as specified on **your certificate of insurance**.
- (y) **Pre-existing condition** means any medical or physical condition, sign, symptom or event relating to **your pet**, regardless of whether or not it is

specifically diagnosed, which **you** are aware of, or a reasonable person in **your** circumstances ought to have been aware of:

- for which advice, care, treatment, medication or **vet** attention has been sought, given, or recommended; or
- for which **you** are awaiting test results or further investigation, treatment or consultation with a **vet**; or
- which is of such a nature to require, or which potentially may require **vet** attention; or
- which is of such a nature as would have caused a prudent, reasonable person to seek **vet** attention; -

prior to **your policy start date** (or the end of any applicable **stand down period**) and which is not a **resolved condition**.

- (z) **Qualifying treatment** means any reasonable, customary and medically necessary examinations, consultations, advice, hospitalisation, surgery, x-rays, medication, diagnostic tests, nursing and physiotherapy services provided by a **vet** to relieve or cure an **illness** or **accidental injury**.
- (aa) **Resolved condition** means:
- kennel cough occurring and resolved more than one month prior to **your policy start date**;
  - obstructions occurring and resolved more than three months prior to **your policy start date**;
  - foreign body conditions occurring and resolved more than three months prior to **your policy start date**; or
  - lacerations occurring and resolved more than one month prior to **your policy start date**.
- If a condition does not meet **our** definition of a **resolved condition**, that condition will be considered a **pre-existing condition** unless **cover** is sought by **you** and confirmed in writing by **us** during the application process.
- (bb) **Routine care** means care or treatment that is routine or intended to prevent future **illnesses** from occurring, rather than treating existing **illnesses** and includes microchipping, flea/tick/worm control, grooming, de-sexing, cryptorchidism, nail clipping, dew-claw removal, council registration and over the counter products.
- (cc) **Stand down period** means a period starting from the **policy start date** during which a **health condition**, sign, symptom or event that occurs will be excluded from **cover** unless otherwise stated on **your certificate of insurance**.
- (dd) **Vet** means a currently registered veterinarian, specialist veterinarian, vet practice, animal hospital, animal clinic, or animal surgery licensed to practise in New Zealand.
- (ee) **Vet charges** means the reasonable, customary and essential charges properly incurred and paid in respect of **qualifying treatment** provided by a **vet**.
- (ff) **We, our, us** means Southern Cross Pet Insurance, the trading name for Southern Cross Benefits Limited's pet insurance business.
- (gg) **You, your** means the policyholder shown on **your certificate of insurance** or a person **you** have authorised to act on **your** behalf.