

Here are the legal bits and pieces you need to know

Tower Limited (“Tower”) has teamed up with AWP Services New Zealand Limited trading as Allianz Partners (“Allianz Partners”) to bring you a pet insurance offering.

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We may change or update the content of the Website, including these terms and conditions applicable to the Website, at any time without prior notice. In these terms and conditions, all references to “we”, “us” and “our” are references to Tower and Allianz Partners. These terms and conditions are in addition to, and do not replace, any specific terms, conditions and underwriting criteria applicable to any Tower underwritten product, service, application, portal, marketing and/or promotion provided or offered on the Website.

These terms and conditions were last updated on 15 December 2021.

Use of the Website

By accessing the Website you agree not to use the Website for any commercial or competitive advantage; any illegal, defamatory or objectionable purpose; or any purpose which brings or could bring our reputation into disrepute. You also agree not to decompile, reverse engineer or try to decompile or reverse engineer any part of the Website, including the secure sites. Anyone found breaching the user rights will be prosecuted to the full extent of the law.

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Except as otherwise specified, the information contained on the Website is of a general nature only and does not take into account any individual's particular circumstances (whether financial, medical or otherwise). While we try to ensure that the content of the Website is up to date and free from error, we do not give any guarantee or other assurance of the currency of any information on the Website or its accuracy, adequacy, completeness or suitability for your intended use. The Website is not intended to provide a substitute for comprehensive or specific professional advice. You should not act in reliance upon any information contained on the Website without first obtaining professional, independent advice relevant to your individual circumstances. By accessing the Website, you confirm you have taken such advice or decided against it.

Liability

To the fullest extent legally possible, neither we, nor any of our related companies, or their directors, employees, agents, independent contractors, nor any other person, accepts any liability or responsibility for any loss, damage, cost or expense (including but not limited to financial loss, loss of revenue, loss of profits or savings, indirect or consequential losses) arising in contract, tort (including negligence) or otherwise, that may result from any error, omission or misrepresentation on the Website or reliance on information contained on the Website or from any use of or access to the Website. We make no representation or warranty about the accuracy or completeness of information and accept no liability or responsibility in respect of errors in or omissions from information contained on the Website, to the extent permitted by law. To the fullest extent legally possible, we exclude every warranty, representation and condition of any kind that might otherwise apply in relation to the Website, its content and functions including, but not limited to, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. The inclusion of any products or services on the Website at a particular time does not imply or warrant that these products or services will be available at any time.

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We do not guarantee the continued availability of the Website or the continuation of services provided on it. Access to the Website and to any saved information may be interrupted, restricted, delayed or unavailable from time to time. We accept no responsibility or liability in relation to any loss suffered in these circumstances.

Intellectual property rights

The information, images, screens, web pages, logos and brands on the Website and the general content of the Website (including all intellectual property rights in or relating thereto) are the property of us (or our licensors or suppliers, as the case may be), and we (or our licensors or suppliers, as the case may be) hold copyright in it. The information may not be copied or reused (other than as expressly intended by the Website) without our prior written consent. In particular, in no circumstances should the Tower or Allianz Partners brands or our logos be used without the written consent of the respective owner.

Privacy

Your submission of information, including personal information, through or in connection with the Website is governed by the terms of our privacy notice as updated from time to time, available at petinsurance.tower.co.nz/pdfs/Tower_Pet_PrivacyNotice.pdf ("Privacy Notice").

By accessing or using the Website, you consent to us collecting and using your information as set out in the Privacy Notice.

My Tower

My Tower contains important information about your policy and you are responsible for ensuring we have the right information about you in respect of your policy. Any information provided to Tower through My Tower will be deemed to have come from you and you are responsible for all use of My Tower that occurs in connection with your account. While accessing My Tower, you must:

- a) ensure that all information which you provide to us is current, complete and accurate;
- b) comply with all applicable laws, regulations, standards and codes;
- c) maintain the confidentiality of any password you use to access My Tower and not share or transfer your password (or lend or otherwise transfer your use or access to My Tower) to any third party; and
- d) notify us of any actual or suspected unauthorised use of your password or any other breach of security related to your My Tower account.

For the avoidance of doubt, in the event of any inconsistency between the content on My Tower and the terms and conditions of our policies, the terms and conditions of our policies take precedence.

We may suspend, discontinue or remove My Tower, or your access to My Tower, at any time as we see fit.

Chatbot

We (or our supplier, as the case may be) own all intellectual property rights in the chatbot provided on the Website including all information, services and functions in connection with the chatbot ("Chatbot"), other than any personal information which you may provide during an interaction using the Chatbot.

You must use the Chatbot for lawful personal or internal business purposes only and may not copy, reproduce, reverse engineer, decompile, disassemble, resell, distribute or modify the Chatbot.

New Zealand Law

With the exception of parts of the Website, unless otherwise stated, the content of the Website has been prepared in accordance with New Zealand law for the supply of products and services to persons resident in New Zealand only. Unless otherwise stated, references to any currency are to New Zealand dollars.

The content of the Website, and these terms and conditions are governed by and construed in accordance with New Zealand law and New Zealand Courts have

jurisdiction. These Terms are for the benefit of and are enforceable by us (or our licensors or suppliers, if applicable).

Comments and Complaints

If you would like to make any comments or complaints about the Website or any of the information or services available on the Website, please [contact us](#). We will try to resolve any complaint as soon as possible.

Security

In designing the Website, we have incorporated security procedures and practices that we consider are consistent with New Zealand industry practice. We review our security procedures from time to time and update these when relevant.