INTRODUCTION

We have pleasure in introducing this insurance policy from The Equine and Livestock Insurance Company Limited for people who own dogs and cats. Much careful research went into devising the policy. **We** hope **you** will be pleased with the level of cover and the service **we** are offering.

This is a master policy wording showing all sections of cover available for all **our pet** insurance schemes. Some sections of cover offered may not apply to **your** insurance.

Please check **your** policy schedule to see what sections of cover are applicable to **your** insurance cover.

Lifetime Cover

If you have chosen 'Lifetime Cover' (please refer to your schedule where it will expressly stipulate 'Lifetime' as your chosen Cover) we undertake not to endorse your policy with a veterinary fees exclusion in respect of Conditions displaying Clinical signs during the

Policy term.

We reserve the right, upon each renewal of **your** policy, to make changes to the scope of **your** insurance cover including, but not limited to, **excess** and premium levels. **You** have to renew the policy and make each premium payment for 'Lifetime Cover' to remain in force.

However, there is no guarantee that **we** will offer to renew **your** insurance and/or **we** may cease to underwrite the policy at any time for whatever reason.

What you should do

Please read the policy as soon as **you** receive it. If **you** filled in an out-of-date proposal form or this is a renewal, **we** recommend **you** read the policy carefully as it may contain new benefits, terms and conditions. If **you** do not keep to the conditions, **your** policy could become void or **we** may not be able to accept liability for a claim.

It is up to **you** to make sure that the entire policy and policy schedule meet **your** needs; **you** must tell **us** immediately if this is not the case.

YOUR PROMISE TO US

Your promise

You promise that your pet is sound and in perfect health at the start (and renewal for non-lifetime cover) of the policy term, and that your pet does not have any illness or injury except for those notified to us. Any pet that does not meet these health standards will not be covered for any illness or injury present at commencement of the policy term.

You promise that when travelling outside of the **UK you** have taken all necessary steps in an attempt to conform to current government regulations concerning the **Pet** Travel Scheme including:

When travelling from the UK to another EU country:

- Having your pet fitted with a microchip
- Having your pet vaccinated against rabies and have booster vaccinations whenever necessary

Having a pet passport

When entering the UK from the EU and listed non-EU countries:

- Having your pet fitted with a microchip
- Having your pet vaccinated against rabies and have booster vaccinations whenever necessary
- Having **pet** travel documentation **pet passport**
- Having Tapeworm treatment (dogs only). This must be carried out between 24 and 120 hours before your arrival time in the UK
- Arrange for **your** animal to travel with an approved transport company on an authorised route

A breach of the two above promises will invalidate **your** cover, null and void from policy inception.

PARTICULAR POINTS ABOUT COVER

The policy covers **your pet** whilst **you**, or anyone with **your** permission, is looking after it.

We only insure you when we accept a satisfactory proposal form and issue a policy schedule, and when you have paid us the correct premium before the start date of the policy term or within 28 days if we allow a credit period to an intermediary.

If **we** are told about any claims under the policy in any **policy term**, **we** will not have to return any part of the premium for that period of time.

The proposal form **you** fill in is the basis of this contract. **We** provide insurance under the policy for the specific sections in the policy schedule (or any endorsement) for events that occur anywhere in the **UK** or in **agreed countries** during the period of insurance. **We** as the insurer and **you**, as the insured, are entitled to choose the law applicable to this contract of insurance. **We** propose English law and in the absence of any agreement to the contrary, English law will apply.

The policy schedule is important. It lists the cover **you** have chosen, it is proof of **your** insurance and it may be needed if **you** have a claim. The policy depends on the warranties (promises), conditions and exclusions stated in it. **We** are liable only up to the limit of cover shown in the policy schedule. **Your** intermediary will not be or become **our** intermediary for giving notice about any claims or any other matter. If **you** ask, **we** may agree to change any part of the policy.

We cannot be held liable for any mistakes or omissions by an intermediary who has arranged the insurance on **your** behalf.

Renewals

These terms and conditions include a provision that **your** insurance cover will automatically renew at the end of the insured term unless **you** specifically tell **us** that **you** do not wish for **your** insurance to renew.

By agreeing to these terms and conditions, **you** are also confirming that upon each renewal of **your** policy, unless **you** tell **us** otherwise, **you** want **us** to make the following changes to the terms of **your** insurance:

(a) Such changes as **we** believe, in good faith:

- (i) are appropriate for the type of policy **you** hold with **us**; and
- (ii) will produce an overall benefit for **you**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which we believe, in good faith, we have a valid reason to make. Those changes may include:
 - (i) changes made to clarify the terms of the policy;
 - (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
 - (iii) changes to the cost of the insurance cover to reflect changes in **our** own costs and other economic considerations.

We do appreciate, however, that when the time comes you may not want us to make those changes, and we explain below the protections we will put in place to ensure that you have an opportunity to consider those changes and to refuse them, should you wish to do so, before your insurance is renewed.

We will always provide you with full written details of any changes which we intend to make to the terms of your insurance cover at least 21 days before your policy is due for renewal, which is when those changes would be due to take effect. We will not be entitled to make any changes unless we provide you with those details within that time-frame.

You will then have the right to tell us, within 14 days of receiving those written details, that you do not wish your policy to be changed in the manner notified to you. If you exercise that right, we will give you the opportunity to either:

- (a) renew your policy without any changes;
- (b) renew **your** policy subject to any alternative changes which **we** may offer to **you**; or
- (c) not renew **your** policy at all. **You** can also cancel **your** policy at any time in any case.

Full details relating to **your** cancellation rights are set out in this policy wording.

Disclosing material facts

You are obliged to inform **us** of any **material fact** that affects the risks **we** insure. If **you** are in any doubt whether a fact is material, **you** should disclose it.

Fraud Prevention and the sharing of information

If **we** are in possession of information which **we** believe to be untrue, misleading or potentially fraudulent, **we** will pass the information to the relevant legal/statutory bodies.

We may also share information with other organisations in the prevention of fraudulent claims.

forth

F.D. Martin Chief Executive Officer Signed on behalf of The Equine & Livestock Insurance Company Limited.

DEFINITIONS

Below is a list of definitions for the meaning of pertinent words that appear in the policy.

Where the below definition applies the word, or a pluralisation of the word, will appear in bold.

Accident - an event that happens completely by chance with no planning or deliberate intent.

Agreed countries - any European Union member states and territories which are included in the **Pet Travel Scheme (PETS)**.

Bilateral condition - any **condition** affecting body parts of which **your pet** has two, one each side of the body such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae. When applying a benefit or exclusion **Bilateral Conditions** are considered as one **condition**.

Certificate for treatment against parasites - a certificate issued under the terms of the **Pet Travel Scheme (PETS)**.

Clinical signs - changes in the **pet**'s normal healthy state, **condition**, appearance, its bodily functions or behaviour.

Complementary treatment - physiotherapy, hydrotherapy, acupuncture, homeopathic or herbal medicines. Note: all **complementary treatment** must be carried out by **your** vet or a suitably qualified person (who is a member of a recognised association) recommended by **your** vet.

Condition - all **clinical signs** of injury or **illness** resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

Excess - the amount **you** must pay towards each and every claim. This amount is deducted from the maximum level of cover. Separate **excesses** will be applied to each **condition**. If claims are made under more than one section of cover, an **excess** will apply to each section of cover under which a claim is made. For lifetime cover, where the **treatment** dates fall within different calendar years **you** must pay an **excess** for each calendar year.

Illness - physical disease, sickness, infection or failure which is not caused by injury.

Immediate family - your spouse, children and parents.

 $\mbox{\bf Injury}$ - physical damage or trauma caused by an accident.

Journey - travel from **your** home to any of the **agreed countries** for a maximum of 60 days for all journeys in the policy year. This includes the duration of **your** holiday or business trip and any travel in and between **agreed countries** and return journeys to **your** home.

Lifetime cover - insurance cover without **veterinary fees** exclusions for the duration of the **pet**'s life, up to the amount specified in **your** policy schedule, as long as the policy is renewed each year and the premiums are kept up to date.

Material Fact - any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy renewal.

Non-Lifetime cover - a fixed-term contract of insurance which renews each **policy term**.

Pet - the pet identified as insured in the policy schedule.

Pet passport- a passport issued under the terms of the **Pet Travel Scheme (PETS)**.

Pet Travel Scheme (PETS)- a system that allows people in the **UK** to take their **pet**s to certain countries and bring them back again without the need for quarantine.

PETS Certificate - a certificate issued under the terms of the **Pet Travel Scheme (PETS)**.

Policy term:

Yearly - Runs for 365 days from the commencement date shown on the policy schedule; automatically renews annually.

Lunar Monthly - Runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

Calendar Monthly - Runs for and premiums are collected each calendar month; automatically renews every calendar month.

Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:

- (a) the date your pet dies;
- (b) the expiry of the current **policy term**:
 - i. if **you** fail to renew **your** policy and/or
 - ii. if we choose not to renew your policy for whatever reason
- (d) the date **you** fail to pay **your** premium;
- (e) the date you cancel your policy;
- (f) the date **we** cancel **your** policy for whatever reason.

Treatment - any consultation, examination, advice, tests, x-rays, medication, surgery, nursing care provided by a veterinary practice or qualified practitioner recommended by **your** vet.

UK - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Veterinary fees- the customary and essential amount vets typically charge when providing **treatment** for injury or **illness**.

We/Our/Us - The Equine and Livestock Insurance Company Limited.

You/Your - the policyholder or any person this insurance applies to.

UK ONLY - SECTIONS 1 TO 6

SECTION 1 - VET'S FEES

Cover

We pay up to the amount shown in the policy schedule for **treatment** and/or complementary **treatment**, following the diagnosis of a specific **illness** or injury. The amount applied renews each **policy term**, subject to cover still being in force and the relevant premiums having been received by **us**.

Where we consider:

- veterinary fees charged appear greater than conventional fees charged by an attending/referral practice; and/or
- treatment received may not have been required or may have been excessive when compared with treatment conventionally undertaken by an attending/referral practice, we reserve the right to obtain a second opinion from our veterinary advisor; where there is a dispute we will pay only those veterinary fees deemed reasonable and essential by our veterinary advisor.

Note: We cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history are received.

Limitations to Cover

- We will contribute a sum of 30p per cat and 60p per dog per day up to the limits specified in the policy schedule to assist towards the cost difference between your pet's normal diet and any special diet prescribed by, and only available from, your vet as part of the treatment to dissolve bladder stones or crystals in urine up to a maximum of £100 per condition.
- We will contribute up to £90 for house calls/out of hours calls if your vet has confirmed that your pet was suffering from a life endangering condition.
- **We** will contribute up to £40 towards hospitalisation fees. Note: there will be a fixed deduction of 10% from any recoverable hospitalisation costs claimed for under the policy to account for the normal cost of **pet** ownership such as housing, bedding and food.
- We will contribute up to £20 per occasion towards the costs of interpretation fees.
- We will contribute up to £250 per condition towards hydrotherapy costs.
- We will contribute up to £45 for the costs of consultation fees for each separate visit to/by the vet as a result of the condition. The limit is increased to £90 for referral vets.

Exclusions

- 1. Costs resulting from an injury or **illness** that:
 - a) first showed clinical signs before your pet's cover started;
 - b) is the same as or has the same diagnosis or clinical signs as an injury, illness or clinical signs

your pet had before cover started;

- c) is caused by, relates to or results from an injury, illness or clinical signs your pet had before cover started;
- d) is congenital.
- Treatment received or prescribed for use by your pet after insurance cover lapses for whatever reason.
- 3. Costs for cosmetic **treatment**, routine **treatment** or preventative **treatment** recommended by **your** vet to prevent injury or **illness** including but not limited to, trimming, scaling, polishing teeth and the removal of deciduous teeth, vaccinations, spaying, castration, removal of retained testicles, de-matting, grooming or nail clipping, killing and controlling fleas, breeding and any claims arising as a result of these procedures.
- Any costs arising from vicious tendencies or behavioural problems not related to illness shown by your pet.
- Costs of putting a **pet** to sleep, cremation and disposal.
- Costs not backed up by a receipt/invoice showing full details of the costs incurred.
- Any costs incurred 365 days after the occurrence of an injury to the insured **pet**, or after the insured **pet** displayed **clinical signs** of an **illness**; unless lifetime cover has been chosen and is detailed on the policy schedule.
- 8. Costs for **treatment** of **conditions** arising from **your pet** being overweight, except weight gain as a result of a diagnosed **illness**.
- 9. Prescribed diets other than those detailed above.
- 10. Any costs incurred in undergoing diagnostic tests unless there is a clear symptom or clinical sign present.
- Any costs incurred by the attending and/or referral vet including but not limited to the prescription of medication not dispensed by the vet, administration fees, dispensing fees, clinical waste fees, handling fees and/or postage and packaging.
- 12. Any injury or **illness** occurring outside of the **UK**.
- 13. **We** do not cover any claim in relation to **your pet** being pregnant or in relation to giving birth including false pregnancies.
- 14. The cost of buying or hiring equipment (including baskets, cages, bedding or litter).
- 15. Any claim as a result of tooth or gum disease.
- 16. Any fees for surgical equipment that can be used more than once.
- 17. Any costs relating to prosthetic limbs and cost in relation to the fitting of a prosthetic limb except hip and/or elbow replacements.
- 18. Claims for and relating to umbilical hernias.
- Any condition excluded from cover as detailed on the policy schedule or notified separately by letter or email.

20. The excess applicable to this section of cover.

SECTION 2 - DEATH OF PET

Cover

We pay the market value, the price paid or the sum insured (whichever is less) if your pet dies during the policy term or is put down for humane reasons because of injury or illness that showed clinical signs within the 365 days prior to death. You must tell us immediately of the onset of an illness or injury.

Limitations to Cover

- **We** will pay up to a maximum of 50% for **pet**s aged 6 years or more.
- We will pay up to a maximum of 75% for neutered pets up to the age of 6 years.
- We can only offer a settlement for a pedigree pet if
 you send us a recognised club registration
 document, pedigree certificate and purchase
 receipt. (You must pay for these).

If **you** are unable to provide a purchase receipt, **you** will receive a payment of £40 for cats and £75 for dogs.

Exclusions

- Putting a **pet** to sleep due to law, regulation, a government department, a public authority or similar, or order related to a 'notifiable' disease.
- Death during or after a surgical operation or a general anaesthetic unless a qualified vet certifies that it was necessary because of injury or illness.
- 3. Putting a **pet** to sleep for financial reasons or putting a dog to sleep because of its vicious tendencies or problems with its behaviour.
- 4. Death due to **illness** of any dog or cat aged 8 years or over at the inception or renewal date.
- 5. **We** do not cover any claim in relation to **your pet** being pregnant or in relation to giving birth.
- Any condition excluded from cover as detailed on the policy schedule or notified separately by letter or email.

CONDITIONS APPLYING TO SECTIONS 1 AND 2

- If there is any illness, or injury to, your pet you must immediately get a qualified vet to treat your pet (you must pay for this). You must provide a report from the attending vet about the condition of your pet (even if it dies).
- If your pet dies, you must arrange and pay for a qualified vet to certify the cause of death. The vet must make a post-mortem examination at your expense if the cause of death is unknown.

SECTION 3 - LOSS BY THEFT OR STRAYING

<u>Cover</u>

We pay the market value, the price paid or the sum insured (whichever is less) if **your pet** is not found within 28 days of straying or theft from **your** address or an

alternative address as shown in the policy schedule. **You** must report the loss of **your pet** to the Police and local animal welfare centres immediately upon discovery.

We pay up to the amount shown in the policy schedule for the cost of advertising for the return of **your pet** or paying a reward which leads to its return. **You** must obtain **our** written agreement before offering a reward and provide written substantiation of loss i.e. a witness statement.

Limitations to Cover

- **We** will pay up to a maximum of 50% for **pet**s aged 6 years or more.
- We will pay up to a maximum of 75% for neutered pets up to the age of 6 years.
- We can only offer a settlement for a pedigree pet if
 you send us a recognised club registration
 document, pedigree certificate and purchase
 receipt. (You must pay for these).

If **you** are unable to provide a purchase receipt, **you** will receive a payment of £40 for cats and £75 for dogs.

Exclusions

- Theft which does not involve forcible and violent entry to a secure area, such as a pen or your home.
- Any reward to a member of your family or somebody residing at your address.
- 3. Any claim where **you** have given the **pet** to someone else and they have failed to return it.

SECTION 4 - BOARDING KENNEL/CATTERY FEES

Cover

We pay the cost of boarding **your pet**, up to the amount shown in the policy schedule, for the duration that **you** are a registered inpatient of a hospital for a minimum of 3 days as result of any bodily injury, sickness or disease and where there is no other responsible person who can care for **your pet**.

Exclusions

- 1. Any claims by **you** or **your** partner for:
 - (a) pregnancy;
 - (b) any hospital **treatment** that was expected or probable when **you** started or renewed this insurance;
 - (c) any pre-existing medical **condition**.

Conditions

- You must provide us with a receipt from the boarding establishment detailing the owner's name and address, the name of your pet, the dates your pet was cared for and the daily/total charges.
- 2. **You** must also provide **us** with a medical or discharge certificate from the hospital.

SECTION 5 - ACCIDENTAL DAMAGE

Cover

We insure you for accidental damage to personal property that is not owned by you, a member of your immediate family, a relative, employee, guest or other person who is responsible for or in control of your pet. You are covered while the pet is visiting someone else's property, whether or not you are legally liable for the damage. You must give us evidence of the loss. The damaged item must not be disposed of without our written consent.

Exclusions

- 1. Damage to any motor vehicle or its contents.
- Damage caused by your pet vomiting, defecating (fouling) or urinating.
- 3. Damage while the **pet** is left unattended.

SECTION 6 - PERSONAL ACCIDENT

Cover

We cover **you** up to the amount shown in the policy schedule for income lost as a result of **you** being bitten by **your pet** whilst **you** are caring for it.

Exclusions

- 1. Any losses incurred without a doctor's note to confirm the incapacity.
- 2. Any **pet** that is known to have vicious tendencies unless **we** have been previously told about this and have accepted it in writing.

OUTSIDE OF THE UK ONLY SECTIONS 7 TO 13

SECTION 7 - VET'S FEES

<u>Cover</u>

We will pay up to the amount shown in the schedule for the proper veterinary fees following emergency treatment given by a qualified vet. This must follow an injury or illness that happened or first showed clinical signs whilst you were outside the UK or whilst your pet was in quarantine. Cover extends to include any treatment necessary up to 14 days after return to the UK.

Exclusions

- Any injury or **illness** in quarantine unless every effort was made to conform to Government regulations concerning animals travelling abroad under the **Pet** Travel Scheme.
- 2. The cost of any **treatment** while on a **journey** if:
 - a) A vet believes the **treatment** can be delayed until **your pet** returns home;
 - b) The **journey** was made to get **treatment** abroad.

Note: conditions, limitations to cover and exclusions to

Section 1 apply to this section.

SECTION 8 - DEATH

Cover

We will pay the market value, the price paid or the amount shown in the schedule (whichever is less) if an insured **pet** dies, due to an injury or **illness** that happened or first showed **clinical signs** whilst **you** were outside the **UK** or whilst **your pet** was in quarantine.

Exclusions

- Putting a **pet** to sleep due to law, regulation, an order of the Privy Council, a government department, a public authority or similar, or order related to a 'notifiable' disease.
- Death during or after a surgical operation or a general anaesthetic unless a qualified vet certifies that it was necessary because of injury or illness that first showed clinical signs whilst you were outside the UK or whilst in quarantine.
- Putting a pet to sleep for financial reasons or putting a pet to sleep because of its vicious tendencies or problems with its behaviour.
- Death in quarantine unless every effort was made to conform to Government regulations concerning animals travelling abroad under the **Pet** Travel Scheme.
- 5. Death due to **illness** of any dog or cat age 8 years or over at the inception or renewal date.

Note: conditions, limitations to cover and exclusions to Section 2 apply to this section.

CONDITIONS APPLYING TO SECTIONS 7 AND 8

- I. If there is any illness or injury of any insured pet you must immediately get a qualified vet to treat your pet (you must pay for this). You must allow the vet to take your pet away for treatment if it is best. You must provide a report from the attending vet about the condition of your pet (even if it dies). You must keep to every reasonable instruction we issue.
- If any insured pet dies, you must arrange and pay for a qualified vet to certify the cause of death. The vet must make a post-mortem examination at your expense (if we say we need one).

SECTION 9 - THEFT OR STRAYING

Cover

We will pay the market value, the price paid or the amount shown in the schedule for this section (whichever is less) if the insured **pet** is not found within 28 days of straying or being stolen. Your pet must have disappeared from your holiday address or whilst you were in transit to / from your destination. You must report it to the police as soon as you discover that your pet is missing.

We pay an extra amount up to 25% of **your pet**'s sum insured to cover the cost of advertising for lost or stolen **pet**s, or for a reward which leads to getting **your pet**

back.

(**You** must get **our** written agreement before offering a reward). Alternatively, **we** will pay up to the amount specified in the schedule for reasonable accommodation costs if **you** elect to stay longer on holiday in an attempt to find **your pet**.

SECTION 10 - QUARANTINE FEES

Cover

We will pay the cost of quarantine if, despite you taking every step as laid down by the Government under the Pet Travel Scheme (as summarised in Your Promises section of this policy) to conform to the requirements which remove the necessity for quarantine, it is found that quarantine is required, either temporarily or for the full 6 months, on return to the UK as a result of the following: -

- 1. Microchip failure.
- 2. Loss or theft of **pet** documents.
- 3. Pet illness.
- 4. Unavoidable delay resulting in the parasitic **treatment** being out of date.

Exclusions

- Quarantine fees if you cannot show that you took all practical steps in an attempt to conform to the regulations laid down by the Government under the Pet Travel Scheme, as outlined in Your Promises section of this policy.
- Loss as a result of your pet being microchipped with a microchip which does not conform to ISO standard 11784 or Annex A to ISO standard 11785 (unless you provide your own microchip reader, at your own expense, to enable the microchip number to be read successfully).
- 3. Any **illness** which showed **clinical signs** before **you** embarked on **your** holiday, unless **your** vet certified prior to **you** leaving that **your pet** could travel.

SECTION 11 - ACCOMMODATION

Cover

We will cover **you** up to the amount specified in the schedule for any reasonable, additional accommodation costs incurred by **you** if **your** stay outside the **UK** is extended due to: -

- Unavoidable delay resulting in your pet's parasitic treatment becoming out of date.
- 2. **Your pet** suffering an **illness** or injury which a vet certifies prevents **your pet** from travelling.
- 3. Microchip failure.
- 4. 4. Loss or theft of **your pet**'s documents.

Exclusions

 Loss arising as a result of your pet being microchipped with a microchip which does not conform to ISO standard 11784 or Annex A to ISO standard 11785 (unless you provide your own microchip reader, at your own expense, to enable

the microchip number to be read successfully).

- Any illness or injury which showed clinical signs before you embarked on your holiday, unless your vet certified prior to you leaving that your pet could travel.
- Expenses which can be claimed from any other source.

SECTION 12 - REPATRIATION

Cover

We will cover you for any additional, reasonable repatriation costs for your pet, incurred as a result of:-

- Your pet being seriously injured of suffering serious illness
- Your pet dying including any reasonable disposal costs or costs of bringing the body back to the UK.

Exclusions

- Loss following any illness or injury which showed clinical signs before you embarked on your holiday, unless your vet certified prior to you leaving that your pet could travel.
- Any journey you take your pet on against a vet's advice.
- Any costs caused because any foreign government or public authority has put restrictions on your pet.

SECTION 13 - REPLACEMENT DOCUMENTS

Cover

We will insure **you** for the necessary costs (e.g. veterinary charges, postage, fax & phone charges) incurred in obtaining duplicate documents for **your pet** in order that they may return to the **UK** without being placed in quarantine for the full 6 months, following loss or theft of the documents whilst **you** were on holiday.

INSIDE AND OUTSIDE OF THE UK SECTIONS 14 AND 15

SECTION 14 - HOLIDAY CANCELLATION

Cover

If you have to cancel or curtail your holiday because your cat or dog needs emergency life-saving surgery as a result of an **accident** or **illness** occurring within 14 days of your actual or proposed departure date or your pet's death or loss whilst on holiday. We pay up the amount shown in the policy schedule, for any costs not covered from your travel insurers.

You will need to obtain (at **your** own cost) receipts from the travel company, tour operator or other similar party for the expenses that are being claimed, clearly showing dates and the charges **you** have incurred.

Exclusions

- 1. Surgery for non-life-saving operations.
- 2. Costs for any holiday booked less than 28 days

before you leave.

Expenses that can be claimed from any other source.

SECTION 15 - PUBLIC LIABILITY (DOGS ONLY)

Cover

We insure you up to the amount specified in the schedule in respect of:-

- amounts **you** become legally liable to pay and/or
- costs and expenses of defending litigation incurred with our written consent

for claims made against **you** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the period of insurance and caused by or through **your** ownership of the **pet** specified in the schedule.

We also insure **you** up to the amount specified in the schedule in respect of **your** costs and expenses of defending criminal proceedings, incurred with **our** written consent, if **you** are prosecuted under the provisions of the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991.

Conditions

- You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- You must inform us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. You must send us every piece of correspondence and document you receive without replying to it.
- 3
 - (a) You must allow us to take over and conduct in your name the defence or settlement of any claim for our own benefit;
 - (b) **You** must allow **us** to take proceedings in **our** name, at **our** own expense and for **our** own benefit, to recover compensation or secure an indemnity from any third party; **you** shall give all information and assistance **we** require.
- 4.
- (a) For any claim or series of claims we may at any time pay you the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
- (b) **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment. Up to the limit of the indemnity specified in the schedule.

Exclusions

This policy shall not apply to liability in respect of:-

 Death or bodily injury, loss or damage to property sustained in connection with your carrying on of any trade, business or profession or use of the insured pet for hire or reward.

- 2. Death or bodily injury to you, any person handling the insured pet with your permission or consent, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.
- 3. Loss or damage to any property owned, held in trust, in the charge of or under the control of you, any person handling the insured pet with your permission and consent, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, guest, employer or any person with whom you have a contractual or business relationship.
- 4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
- Any event which results from your deliberate act or omission and which could reasonably have been expected by you having regards to the nature and circumstances of such act or omission.
- 6. The proportion of loss not directly attributable to the insured **pet** in respect of death or bodily injury, loss or damage to property sustained in an incident involving the insured **pet** and other animals.
- 7. Death or bodily injury, loss or damage to property as a result of the insured **pet's** interaction with other animals or worrying sheep.
- Death or bodily injury, loss or damage to property as a result of any person handling the insured **pet** without **your** permission or consent.
- 9. Liability created by an agreement which would not have existed in the absence of the agreement.
- Fines, compensation and prosecution costs following your prosecution under the provisions of the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991.

CONDITIONS OF SETTLING CLAIMS

- The attending and/or referral vet and all previous vets must provide us with any information requested; you must pay for any costs incurred. If we ask you to take your pet to a vet of our choice, you must do so.
- Once we are notified of a claim, we can disclose information about your policy to any vet involved in treating your pet. We may also disclose information about your policy with other insurers where necessary.
- This is a policy of indemnity; we are not liable to pay any vet's fees claim until the treatment for the condition is completed; we may choose to offer an interim payment at our own discretion.

- 4. If any information is provided in a foreign language **you** will be responsible for any costs involved in translating the information provided.
- 5. Your pet must have a general health check and subsequent treatment recommended by the vet every 12 months. If you do not have a general health check which could have detected a condition earlier it will invalidate any claim. Any general health check will be at your own cost.
- Any insured dog must be kept in a secure area. Any fences and enclosures must be capable of retaining the dog and all gates, openings and so on must be kept secure. When any insured dog is on a public highway, it must be on a collar and lead under control.
- 7. **We** are not liable to pay any claims (including public liability) caused by a **pet** straying, escaping, damaging property, attacking the general public or other **pet**s, if the **pet** has a history of doing this. However, **you** are covered if **you** told **us** about the **pet**'s history and **we** accepted it in writing.
- 8. If **your** policy renews or is upgraded after the start of a claim but prior to settlement of the claim, **we** will base the settlement amount on the basis of the cover level stated in **your** policy schedule applicable at the date of the onset of the **condition**. **You** cannot increase the level of cover applicable to a **condition** after the onset of that **condition**.
- 9. In the event of claims settlement becoming due we will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to you unless otherwise requested. You can request an alternative payee by ticking the relevant box on the claim form you fill in and by providing the third party name.

GENERAL CONDITIONS

- The pet must be owned by the named insured as stated on your policy documents.
- The policy will cease immediately if you no longer own the pet; your pet must either wear a collar and ID tag at all times or be microchipped.
- You must not mis-state, or omit or conceal a
 material fact from the proposal for this insurance or
 when renewing it or claiming against it otherwise
 the policy is void and we will not return the premium
 nor meet any claim.
- You must observe and fulfil all the terms, conditions and endorsements of the policy otherwise we will not be liable under the policy.
- 4. You must notify us as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate your policy. We reserve the right to alter the terms of your policy immediately after we are notified of such changes.
- When we invite you to renew your policy we may, at our discretion alter premiums, cover, terms and conditions as we deem necessary for any reason including such factors as your pet's age or medical history.

- We are liable only if we have received the correct premium before the start of each policy term or within the credit period if we have allowed one to a broker or intermediary.
- 7. If **you** pay **your** premiums by direct debit or credit card and **you** default on any payment, **we** will add a charge of £3.99 to **your** next payment.
- We will deduct any amount due to us from any claim settlement.
- If you submit a claim relating to a previous policy term and you do not have lifetime cover we may backdate any exclusion to the start of the relevant policy term.
- 10. If your pet has suffered from a condition that has not been disclosed to us at the inception of the policy, we may place an exclusion retrospectively to the date of inception.
- 11. You must always take reasonable steps to prevent accidents, illness, loss and damage and to minimise any claims under this policy. You must have the pet wormed regularly and protect it from infections or contagious disease by keeping it isolated. You must also have the pet vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis and cat flu for cats. You must also agree to have your pet vaccinated against any other disease your vet feels is necessary.
- 12. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) we will not be liable for the whole claim. We will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
- 13. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **your** legal rights and does not replace them.

GENERAL EXCLUSIONS

- Any medical condition that existed or is connected to a condition that existed before the insurance policy began.
- 2. Any claims for **illness** and/or disease displaying **clinical signs** within 14 days of policy inception.
- 3. Any costs arising as a result of any confirmed congenital **illness**/disease.
- 4. All claims arising from the insured **pet** being neutered or spayed.
- 5. Any **condition** that is excluded from cover.
- Any claim which is the result of your breaking the UK regulations on animal health and importing animals.
- Any claim as a result of any sexually transmitted disease, rabies, Aujesky's disease, leishmaniasis, epidemic outbreaks whether vaccinated against or not, or any notifiable disease.

- 8. All claims arising as a result of **your pet** undergoing organ transplants.
- The policy does not cover using any insured **pet** in any trade, profession or business, unless **we** have agreed in writing to cover this.
- Any costs incurred after we stop receiving your premium.
- 11. Any claims howsoever arising from vicious tendencies or behavioural problems shown by **your pet**.
- Any claim as the result of your pet worrying livestock.
- 13. **We** will not pay for any claims which are not expressly covered by the terms and conditions of this policy.
- 14. Any financial loss as the result of a change in foreign exchange rates.
- 15. We will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
 - (a) you or someone acting on your behalf; or
 - (b) someone caring for or in control of the animal; or
 - (c) one of your family, relations, agents, employees, licensees, paying guests, someone living with you or other person in contractual relationship with you.
- 16. Any claim caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
- 17. Any legal liability or consequence associated with or caused by:
 - (a) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - (b) civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock-outs;
 - (c) military power or coup;
 - (d) nuclear or radioactive escape, accident, explosion, waste or contamination;
 - (e) aircraft or other aerial devices.
- We do not cover any claim caused by, happening through, in consequence of or contributed to by:
 - (a) Influenza or any derivation or variant thereof;
 - (b) arising from any fear or threat (whether actual or perceived) of such Influenza;
 - (c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.

If **we** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

MAKING A CLAIM

On discovering any accident, injury, death, theft or straying, giving rise or likely to give rise to a claim under the policy, **you** need to obtain a claim form. **We** cannot make any decision regarding **your** claim without a claim form and any relevant information required.

The quickest and easiest way to obtain a claim form is on **our** website. Log on to

www.eandl.co.**UK** and **you** will be able to download a claim form from the Claims section on the Contact Us page. If **you** do not have access to the internet please contact **us** either by email at claims@eandl.co.**UK** or by phone on 03300 243 438 and **we** will be able to send **you** a claim form through the post.

It is **your** responsibility to ensure that all the information submitted is correct.

Once **we** have received **your** claim form **we** will send an acknowledgement of receipt. **We** will then only contact **you** again if **we** require any further information to process **your** claim.

If **we** require further information **we** ask that **you** cooperate fully and truthfully to give **us** any information **we** may need. Once the claim has been completed **we** will notify **you** of **our** decision. If **you** have not had any contact from **us** within 5 working days of sending the claim form please contact **us** either by email at claims@eandl.co.uk or by phone on 03300 243 438.

If **you** require any assistance with any aspect of **your** claim please contact **us** either by email at claims@eandl.co.uk or by phone on 03300 243 438.

If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

PREMIUM AND EXCESS REVIEW

- The premium and excess for this policy is reviewed at least once a year.
- When reviewing your premium and excess we will consider any future impact to one or more of the following.
 - (a) Changes due to new information arising from our own experience suggesting that our future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims we expect to pay or changes to the average expected amount paid per claim.
 - (b) Changes due to new information arising from external sources such as general industry population or reinsurer experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary treatments (which may vary depending on your location) and general information about the breed of your pet.
 - (c) Changes to **your** circumstances such as the age of **your pet** or any change to **your** address.

- (d) Changes due to legislative, tax or regulatory requirements such as:
 - (i) expenses related to providing the insurance
 - (ii) policies lapse rates which means the average time policies are held
 - (iii) interest rates
 - (iv) tax rates
 - (v) the cost of any legal or regulatory requirements
- As a result of the premium and excess review, your premium and/or excess may go up, stay the same or go down and there is no limit to the amount of any change.
- If we change your premium and/or excess and you do not wish to continue your cover, you should contact us to cancel.

POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

If **you** wish to make a change to **your** policy after the first 14 days of policy inception or, if for any reason **we** reinstate **your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should **you** request additional copies of **your** policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

CANCELLATION RIGHTS

You can cancel at any time.

If **you** cancel within the first 14 days of policy inception, and no claim has been made, **you** will receive a full refund of any premium paid. If **you** have a monthly policy, cover will be cancelled with effect from the date **your** next policy premium is due.

If **you** have an annual policy and have not made a claim, a return of premium will be issued in accordance with **our** cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If you have made a claim, you will not be entitled to any refund

We may cancel this insurance at any time, in which case,

we will return the premiums paid, in accordance with the above table. **Our** liability then ceases immediately but without affecting **your** or **our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to **your** last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **you** wish to alter **your** policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 556, fax 03300 242 971 or by emailing policyadmin@eandl.co.uk. For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email renewals@eandl.co.uk. If **you** have not received an acknowledgement from us within 14 days of sending details, **you** must post the details by recorded delivery.

If **you** wish to appeal against any decision regarding the administration of **your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **you** wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

CLAIMS

If you require any assistance with any aspect of your claim please contact us either by e-mail at claims@eandl.co.uk or by phone on 03300 243 556. If you wish to appeal against a decision made regarding your claim (including the assessment or the outcome), please write to the Claims Manager. If you wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If **you** are unhappy with any aspect of our service and wish to make a formal complaint, please put **your** complaint in writing and address **your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **we** receive **your** complaint.

All correspondence should be addressed to Dove Pet Care, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If you do not receive satisfaction through our internal complaints handling procedure, you may refer your complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financialombudsman.org.uk, website: www.financialombudsman.org.uk) within 6 months of the date of the Chief Executive Officer's response.

CONTACT INFORMATION

Please note that **our** preferred method of contacting **you** is by email (upon receipt of a valid email address). **We** feel that contact by email is the quickest method of communication and using email rather than the post is kinder to the environment.

Quotations/Sales: t: 03300 243 556, f: 03300 242 971, e: <u>quotes@eandl.co.uk</u>

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-

5.00pm Sun 9.00am-4.00pm

Claims: t: 03300 243 438, f: 03300 242 971,

e: claims@eandl.co.uk

Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-

12.00pm

Existing Customers: t: 03300 243 556, f: 03300 242 971,

e: policyadmin@eandl.co.uk

Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-

5.00pm Sun 9.00am-4pm

Affiliates/Brokers: t: 03300 243 229, f: 03300 242 971,

e: broker@eandl.co.uk

Opening Hours: Mon to Fri 8.30am-5.00pm

Dove Pet Care

Thorpe Underwood Hall, Ouseburn, York, YO26 9SS Telephone: 03300 243 556 Fax: 03300 242 971

email: info@eandl.co.uk http://www.dovepetcare.co.uk