

## POLICY WORDING

### DEMANDS AND NEEDS – PRODUCT SUITABILITY

This product meets the demands and needs of those who want cover for veterinary treatment of their pet throughout its lifetime (as long as the premiums are kept up to date)

## 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 this type of insurance. Some sections of cover offered may not apply to your insurance.

Please read this in conjunction with the Insurance Product Information Document (IPID) and check your Policy Schedule carefully (Your Policy Cover) to ensure you understand which sections apply to you. A policy excess applies to all sections of cover unless stated differently in the policy schedule.

## WHAT YOU SHOULD DO

Please read the policy as soon as **you** receive it. If 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 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 OBLIGATIONS TO US

### Material Facts

You must tell us about every event, fact or occurrence that might influence our decision to enter into or renew this contract of insurance; and, if so, on what terms. If you have something of this kind to tell us about, you must do so in good time before we enter into or renew this contract. If you are in any doubt about whether a fact is material, you should disclose it.

### Declaration

By entering into or renewing this policy you confirm your pet is in good health. Your pet does not have an injury, illness or condition and is not displaying any clinical signs of an injury, illness or condition except for those notified to, and accepted in writing by, us.

## PARTICULAR POINTS ABOUT COVER

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

Save where expressly indicated otherwise, this policy is only suitable for, and it will only respond to claims if the fact of the matter, occurrence or event giving rise to the claim occurs in the United Kingdom, Channel Islands or Isle of Man during the policy term. The laws of England and Wales apply to this insurance contract and the language of the policy and all communications relating to it will be in English.

Your 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 shown in it. We are liable only up to the limit of cover shown in your 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 will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on your behalf.

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 cover to remain in force.

**We** may choose not to renew **your** insurance for any valid reason including, for example, if **you** or anyone acting on **your** behalf (a) is aggressive towards **our** employees; and/or (b) defrauds or attempts to defraud **us**. **We** may also choose not to renew **your** insurance, if **we** ask **you** to take specific precautionary measures, and **you** fail to do so. This means that, if **you** have a lunar policy or a monthly policy, and **we** choose not to renew it, **your** policy will expire at the end of the 28 day period, or the end of the month, in which **you** were aggressive to **our** employees; defrauded or attempted to defraud **us**; or failed to take the precautionary measures **we** asked **you** to take.

In addition, **we** may, for business reasons, stop offering these policies at any time. **We** might do this if, for example, the law changes, our regulators' rules change, the economy changes or **our** circumstances change, and we no longer believe that **we** can offer a competitive product, a useful product, or a product that offers good value for money, and still make a fair profit. **We** might also do this if (for example) the number of

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policies **we** sell falls, or we think it is likely to fall, to such an extent, or the value of the claims on the policies rises, or we think that it is likely to rise, to such an extent, that it no longer makes economic sense for **us** to sell these particular policies, or policies of this kind.

## RENEWALS

If **you** have a lunar policy, a calendar monthly policy or a yearly policy, **we** will automatically renew it every 28 days, every calendar month, or every year, unless **you** ask **us** not to do this.

When **we** renew **your** policy, **we** might make:

- (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 to make the terms of the policy clearer, without reducing or restricting your rights in a material way;
- (ii) changes required because the law has changed, or our regulators' rules have changed;
- (iii) changes to the cost of the insurance cover to reflect changes in our own costs and other economic considerations.

**We** will review your premium and excess at least once a year. **We** might make changes to either or both of them if, for example:

- (a) our future claims experience is likely to be materially better or worse than we expected;
- (b) the relevant parts of the insurance and/or reinsurance market change in a material way and we want to respond to those changes for commercial reasons;

If **we** want to do this:

- (a) **We** will give **you** full written details of the changes **we** want to make, at least 21 days before the changes take effect; and
- (b) **You** will have the right to tell **us**, within 14 days of receiving those details, that **you** do not want **us** to make these changes.

If **you** exercise this right, **we** might (i) renew **your** policy without making the changes **we** wanted to make; or (ii) renew **your** policy on different terms; or (iii) choose not to renew **your** policy at all. **We** might choose not to renew **your** policy if (for example) the law changes, our regulators' rules change, the economy changes or **our** circumstances change, and **we** no longer believe that **we** can offer a competitive product, a useful product, or a product that offers good value for money, and still make a fair profit. **We** might also choose not to renew **your** policy if the number of policies **we** sell falls to such an extent, or the value of the claims on the policies rises to such an extent, that it no longer makes economic sense for **us** to sell these particular policies, or policies of this kind.

**You** can also cancel **your** policy at any time. **Your** cancellation rights are set out in the policy terms and conditions.

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.

How We Use Your Information

Please be aware that telephone calls may be recorded for training and monitoring purposes. Your details are stored on our computer system to administer your policy but will not be kept longer than necessary. You have the right to request a copy of the personal data we hold about you; a small charge will apply. We can only discuss your personal details with you. If you would like anyone else to act on your behalf please let us know. We may pass your information to our veterinary advisors, loss adjusters and/or suppliers for the purpose of administering your claims or providing elected benefits.

Unless you advise otherwise, we may use your details to support the development of our business by including them in customer surveys and keeping you informed by email, post or telephone of our products and offers. If you do not want this to happen please just let us know.

## GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man.

## DEFINITIONS

'**accident**' an event that happens completely by chance with no planning or deliberate intent.

**'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.

Note: when applying a benefit or exclusion **bilateral conditions** are considered as one **condition**.

**'clinical signs'** changes in **your pet's** normal healthy state, condition, appearance, its bodily functions or behaviour.

**'complementary treatment'** acupuncture, homeopathic or herbal medicines, hydrotherapy, laser treatment, physiotherapy or ultrasound.  
Note: all **complementary treatment** must be carried out by **your vet** or a qualified practitioner (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.

**'dog'** or **'pet'** the **pet** identified as insured in **your** policy schedule.

**'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. Where the **treatment** dates fall within different calendar years **you** must pay an **excess** for each calendar year.

**'family'** husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grand-children.

**'illness'** physical disease, sickness, infection or failure which is not caused by **injury**.

**'injury'** **'injured'** physical damage or trauma caused by an **accident**.

**'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 review.

#### **'policy term'**

*Yearly* - runs for 365 days from the commencement date/time shown on **your** 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 period of insurance (i) if you fail to renew your policy or (ii) if we choose not to renew your policy for one of the reasons given under the headings "Particular Points About Cover" or "Renewals" (as to which, see above)
- (c) the date you fail to pay your premium;
- (d) the date you cancel your policy;
- (e) the date we cancel your policy (see "Cancellation Rights" below)

**'schedule'** – document showing the details of the policyholder and cover provided.

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

**'vet's fees'** the customary and essential amount typically charged when providing **treatment** for **injury**, or **illness**.

**'we'** **'our'** **'us'** The Equine and Livestock Insurance Company Limited.

**'you'** **'your'** **'yours'** the policyholder or any person to whom this insurance applies.

## SECTION 1 – VET'S FEES

### Lifetime Cover

We pay up to the amount shown in your policy schedule for treatment and/or complementary treatment of an injury or illness, if (a) the injury or illness occurs during the policy term, (b) the policy is in force and (c) the premium payments are up to date when the injury or illness first displays clinical signs.

If you want to continue claiming for the treatment and/or complimentary treatment, you must keep paying the premium. If you stop paying, cancel the policy or decide not to renew it, the policy will lapse, and our liability for all claims (save public liability) ends and you will no longer be able to claim for the treatment and/or complimentary treatment.

### Conditions

1. When your pet is injured or is first displaying clinical signs of an illness, You must immediately have a vet treat your pet at your own expense. You must allow the vet to take your pet away for treatment if it is appropriate. You must provide a report from the attending vet about the condition of your pet. You must adhere to every reasonable instruction we issue.

2. Where we consider (i) vet's fees appear greater than standard fees charged by an attending/referral practice and/or (ii) treatment may not have been required or may have been excessive, we reserve the right to obtain a second opinion from our consultant vet; where there is a dispute we will pay only those vet's fees deemed reasonable and essential by our consultant vet.

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

### **Limitations**

- **We** will contribute 30p per cat and 60p per dog (up to the limit shown in **your** 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 £115 for house calls/out of hours calls if **your** vet confirms 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 cost 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.
2. **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.
4. Any costs arising from vicious tendencies or behavioural problems not related to **illness** shown by **your pet**.
5. Costs of putting a **pet** to sleep, cremation and disposal.
6. Costs not backed up by a receipt/invoice showing full details of the costs incurred.
7. Costs for **treatment of conditions** arising **from your pet** being overweight, except weight gain as a result of a diagnosed **illness**.
8. Prescribed diets other than those detailed above.
9. Any costs incurred in undergoing diagnostic tests unless there is a clear symptom or **clinical sign** present.
10. 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.
11. Any **injury** or **illness** occurring outside of the **UK**.
12. **We** do not cover any claim in relation to **your pet** being pregnant or in relation to giving birth including false pregnancies.
13. The cost of buying or hiring equipment (including baskets, cages, bedding or litter).
14. Any claim as a result of tooth or gum disease.
15. Any fees for surgical equipment that can be used more than once.
16. Any costs relating to prosthetic limbs and cost in relation to the fitting of a prosthetic limb except hip and/or elbow replacements.
17. Claims for and relating to umbilical hernias.
18. 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 DOG OR CAT FROM ACCIDENT OR ILLNESS

**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 happened or started within 365 days of the death. The death must occur within 365 days of the onset of the **illness** or **injury**. **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 **pets** 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**

1. Putting a **pet** to sleep due to law, regulation, a government department, a public authority or similar, or order related to a 'notifiable' disease.
2. 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.
6. Any **condition** excluded from cover as detailed on the policy schedule or notified separately by letter or email.

## CONDITIONS WHICH APPLY TO SECTIONS 1 AND 2

1. 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).
2. 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 – 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 WHICH APPLY TO SECTION 3

1. **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 4 – 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, **we** pay, up to the amount shown in the policy schedule, 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.
3. Expenses that can be claimed from any other source.

## SECTION 5 – LOSS BY THEFT OR STRAYING

### **Cover**

**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 **pets** 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**

1. Theft which does not involve forcible and violent entry to a secure area, such as a pen or **your** home.
2. 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 6 – ACCIDENTAL DAMAGE

### **Cover**

**We** insure **you** for **accidental** damage to personal property that is not owned by **you**, a member of **your family**, a relative, employee, guest(s) or any 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.
2. Damage caused by **your pet** vomiting, defecating (fouling) or urinating.
3. Damage while the **pet** is left unattended.

## SECTION 7 – PUBLIC LIABILITY (DOGS ONLY)

### **Cover – civil proceedings**

**We** cover you (in the aggregate, up to the maximum shown in your policy schedule) in respect of:-

- amounts you become legally liable to pay and/or
- costs and expenses incurred with our written consent defending claims made against you

for or in connection with the death or bodily injury of any person other than you or loss or damage to property belonging to any person other than you in each case, arising from one event or a series of events consequent on one original cause happening during the policy term and caused by or through your ownership of your dog.

### **Cover – criminal proceedings**

**We** cover you (in the aggregate, up to the maximum shown in your policy 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.

We do not cover fines, compensation and prosecution costs following your prosecution in criminal proceedings 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.

NOTE: the maximum amount shown in your policy schedule includes the costs and expenses of civil and of criminal proceedings when added together.

#### Conditions

1. You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. You must inform us immediately of any actual (i) impending prosecution, (ii) inquest (iii) fatal inquiry, or (iv) civil proceedings, or if any circumstances that are reasonably likely to give rise to such a prosecution, inquest, inquiry or proceedings. You must send us every piece of correspondence and document you receive without replying to any of them.
3. You must allow us to:
  - (a) take over and conduct in your name the defence or settlement of any claim;
  - (b) 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 your policy schedule.

#### Exclusions

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

1. Any dog that is known to have vicious tendencies or behavioural problems unless we have been previously told about this and have accepted it in writing.
2. Death or bodily injury, loss or damage to property sustained in connection with your dog working, or being used in (or in connection with) a trade, profession or business or your dog being used for hire or reward.
3. Death or bodily injury to you, any person handling your dog with your permission or consent, any members of your household, someone who lives with you whether as a cohabitee, tenant or on any other basis, any member of your family, guest(s), your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, employer or any person with whom you have a contractual or business relationship.
4. Loss or damage to any property owned, held in trust, in the charge of or under the control of you, any person handling your dog with your permission or consent, any members of your household, someone who lives with you whether as a cohabitee, tenant or on any other basis, any member of your family, guest(s), your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you, employer or any person with whom you have a contractual or business relationship.
5. Death or bodily injury, loss or damage to property as a result of any person handling your dog without your permission or consent.
6. Death or bodily injury, loss or damage to property as a result of your dog's interaction with other animals or worrying sheep.
7. The proportion of loss not directly attributable to your dog in respect of death or bodily injury, loss or damage to property sustained in an incident involving your dog and other animals.
8. 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.
9. Liability created by an agreement which would not have existed in the absence of the agreement.
10. 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.

## SECTION 8 – 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

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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.

## CONDITIONS OF SETTLING CLAIMS

1. 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.
2. Once **we** are notified of a claim, **we** can disclose information about **your** policy to any Vet involved in the **treatment of your pet**. **we** may also disclose information about **your** policy with other insurers where necessary.
3. This is a policy of indemnity; **we** are not liable to pay any **vet's fees** claim until the **treatment** for the **injury, illness** or **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 an **injury, illness** or **condition** earlier it will invalidate any claim. Any general health check will be at **your** own cost.
6. **Your dog** must be kept in a secure area; any fences, gates and enclosures must be capable of restraining **your dog** and must be kept closed and locked at all times. When **your dog** is on a public highway, it must be on a collar and lead under control.
7. We will not pay a claim (including a public liability claim) if your pet strays, escapes, damages property, attacks a member of the general public, or attacks another animal, if your pet has a history of doing one or more of these things, unless you told us about your 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, **we** will assess the settlement amount on the cover level shown in **your** policy schedule as applicable at the date the **injury, illness** or **condition** first showed **clinical signs**. **you** cannot increase the level of cover applicable to **your** policy after the occurrence of the **injury, illness** or **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

1. 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.
2. **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.
3. **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.
5. 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.
6. **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.
8. **We** will deduct any amount due to **us** from any claim settlement.
9. 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.
10. **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.



11. 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.
12. 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

1. Any medical condition that existed or is connected to a condition that existed before the insurance policy began.
2. Claims that are directly or indirectly (a) caused by, or (b) associated with, your failure to comply with applicable animal welfare and animal import or export law.
3. Any claims for **illness** and/or disease displaying **clinical signs** within 14 days of policy inception.
4. Any costs arising as a result of any confirmed congenital illness/disease.
5. All claims arising from the insured **pet** being neutered or spayed.
6. Any **condition** that is excluded from cover.
7. Outside of the **UK** - the costs of any **treatment** received, or **injury** that occurred or **condition** that displayed **clinical signs**.
8. Any claim which is the result of **your** breaking the **UK** regulations on animal health and importing animals.
9. 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.
10. All claims arising as a result of **your pet** undergoing organ transplants.
11. The policy does not cover using any insured **pet** in any trade, profession or business, unless **we** have agreed in writing to cover this.
12. Any costs incurred after **we** stop receiving **your** premium.
13. Any claim as the result of **your pet** worrying livestock.
14. **We** will not pay for any claims which are not expressly covered by the terms and conditions of this policy.
15. Any financial loss as the result of a change in foreign exchange rates.
16. Claims that are wholly or partially false, exaggerated, or fraudulent.
17. Claims that are directly or indirectly connected with, or arise from, a malicious, wilful, or criminal act or omission by:
  - (a) you or someone acting on your behalf; or
  - (b) someone caring for or in control of your pet; or
  - (c) a member of your family, or someone who lives with you whether as a cohabitee, tenant or on any other basis; or
  - (d) your agents, employees, licensees, guests; and/or
  - (e) any other person who is in a contractual or business relationship with you.
18. Any liability that arises only because of an agreement.
19. Any loss, Injury, damage, Illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
20. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or in any way connected with:-
  - (a) war, invasion, and/or the act of terrorists and/or foreign enemies (whether war has been declared or not);
  - (b) a coup, military power, civil war, rebellion, revolution, insurrection, riot, civil commotion and/or civil unrest;
  - (c) strikes, lock-outs and/or industrial unrest;
  - (d) looting in connection with any of a, b and/or c.
21. Any loss, damage, liability, costs or expense of any kind directly or indirectly caused by, or in any way connected with:
  - (a) a nuclear or radioactive accident, explosion, escape, waste and/or contamination; and/or
  - (b) pressure waves caused by aircraft or other aerial machines or devices of any kind.
22. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.

23. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
24. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
- an epidemic, a pandemic, influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof;
  - arising from any fear or threat (whether actual or perceived) of such an epidemic, pandemic, influenza, notifiable disease, virus, bacteria or contagion;
  - any action taking in controlling, preventing, suppressing or in any way relating to any epidemic, pandemic or outbreak of such influenza, notifiable disease, virus, bacteria or contagion.
- 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.
25. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly caused by, happening through, in consequence of, or contributed to by an illness or disease transmitted from animals to humans.
26. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by an act of the UK, Channel Islands or Isle of Man government or any member of that government, the UK's armed forces, or any UK, Channel Islands or Isle of Man regulatory, law enforcement or other authority of any kind, whether that act has the force of law, or is merely part of the formal or informal guidance issued or given by, or made or given by, such persons, forces or authorities as the case may be.

## MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **you** must immediately notify and give full details to: [www.pet-insurance.co.uk](http://www.pet-insurance.co.uk), Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **your** responsibility to ensure that all the information submitted is correct.

**We** cannot make any decision regarding **your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **our** website. Log on to [www.pet-insurance.co.uk](http://www.pet-insurance.co.uk) and **you** will be able to download a claim form from the Claims section. If **you** do not have access to the internet please contact **us** either by email at [claims@pet-insurance.co.uk](mailto:claims@pet-insurance.co.uk) or by phone on 0300 243 539 and **we** will be able to send **you** a claim form through the post. If **you** need any assistance with any aspect of **your** claim please either email or call **us**.

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; **we** ask that **you** co-operate 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@pet-insurance.co.uk](mailto:claims@pet-insurance.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** Complaint Handling Procedure.

## CANCELLATION

You can cancel at any time by notifying Our customer contact team. We will make an administration charge for cancellation.

Yearly policy term - We will refund the part of Your premium which applies to the remaining policy term (as long as You have not made a claim, or no claim has been made against You).

**Lunar or calendar monthly policy term** - we will not collect any further monthly instalments (as long as You have not made a claim, or no claim has been made against You).

We may cancel this insurance by sending You seven days' notice to Your last known email or postal address.

## CHARGES OR DEDUCTIONS

- £3.99 – if You pay by direct debit or credit/debit card and You default on any premium payment.
- £10 administration fee for any changes made after the first 14 days, or We cancel or reinstate Your policy.
- Any amount due to Us from Your claim settlement.

Please note, any increase or improvement will not begin until 14 days after the date of the change.

## POLICY WORDING

### PREMIUM AND EXCESS REVIEW

1. The premium and Excess for this policy is reviewed at least once a year.
2. When reviewing Your premium and Excess We will consider any future impact to one or more of the following:
  - (a) Changes due to Our future claims experience is likely to be materially better or worse than We expected. 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 the relevant parts of the insurance and/or reinsurance market changing in a material way and We want to respond to those changes for commercial reasons.
  - (c) Your circumstances change such as any change to Your address.
  - (d) Changes due to legislative, tax or regulatory requirements such as:
    - i. expenses related to providing the insurance
    - ii. policy 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
3. 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.
4. If We change Your premium and/or Excess and You do not wish to continue Your cover, You should contact Us to cancel.

### COMPLAINTS

We always strive to give You the best possible service, but if You do have any questions or concerns either about the insurance or the handling of Your claim, You should follow Our complaints procedure by addressing Your written complaint to the Chief Experience Officer:

Customer Experience Department | The Insurance Emporium | Thorpe Underwood Hall | Ouseburn | York | North Yorkshire | YO26 9SS  
e: [feedback@emporium.co.uk](mailto:feedback@emporium.co.uk)  
t: 03300 244 007

We will acknowledge Your complaint within five working days and issue You with a final response within eight weeks from the date of receipt of Your complaint.

If We cannot reach an agreement, You can refer Your complaint to the Financial Ombudsman Service within six months of the date of Our final response:

Financial Ombudsman Service | Exchange Tower | London | E14 9SR  
e: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
t: 0800 023 4567 or 0300 123 9 123

### DATA PROTECTION

We take Your privacy very seriously; We hold data in accordance with the current data protection legislation and regulations. We will use any personal information, including personal sensitive information as defined in the Data Protection Act 2018, for the purpose of dealing with Your claim. It will also be used, if required, for the purpose of administrating and underwriting Your policy, for giving advice and assistance, and to update Our records.

For full information on how we will process your data, please visit <https://www.pet-insurance.co.uk/privacy-policy#privacy>