

INTRODUCTION

Welcome to **Your** pet cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product. Please check Your policy schedule carefully to ensure You understand which sections apply to You.

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 are obliged to inform **Us** of any event, fact or occurrence which may influence **Our** decision to enter into or renew this contract of insurance. If **You** are in any doubt 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 **Us**.

PARTICULAR POINTS ABOUT COVER

The policy covers **Your Pet** whilst **You**, or anyone with **Your** permission, is looking after it.

We provide insurance under the policy for events that occur anywhere within the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. **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.

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 but not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **We** may, for business reasons, cease to underwrite the policy at any time.

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 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. An **Excess** is applicable to each **Injury**, **Illness** or **Condition** receiving **Treatment** which is not related to any other **Injury**, **Illness** or **Condition** receiving **Treatment**. An **Excess** is payable for each 12 month period during which **Treatment** is received.

'Family' husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grandchildren.

'Forcible and Violent Entry' entry to a property that clearly shows damage to the lock, pen, room or vehicle, caused as a direct result of **Theft**.

'Illness' physical disease, sickness, infection or failure which is not caused by **Injury**.

'Injury' **'Injured'** physical damage or trauma caused by an **Accident**.

'Lifetime Cover' cover for **Treatment** of any **Injury**, **Illness** or **Condition** renewed each **Policy Term**.

'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.

'Our Consultant Vet' the **Vet** with whom **We** consult to review **Your Pet's** clinical history and **Treatment**.

'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 whatever reason;
- (c) the date **You** fail to pay **Your** premium;
- (d) the date **You** cancel **Your** policy;
- (e) the date **We** cancel **Your** policy for whatever reason.

'Stolen' or 'Theft' the unlawful taking of **Your Pet** against **You** will by another party,

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

'Vet' veterinary surgeon registered with the Royal College of Veterinary Surgeons

'Vet's Fees' the customary and essential amount typically charged by **Your Vet** or a qualified practitioner (who is a member of a recognised association) recommended by **Your Vet** for **Treatment** or **Complementary Treatment** of an **Injury, Illness** or **Condition**.

'We' 'Our' 'Us' The Insurance Emporium.

'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** undertaken as a result of an **Injury, Illness** or **Condition** occurring during the **Policy Term**; cover renews each **Policy Term** subject to the relevant premiums having been received by **Us**.

Conditions

1. When **Your Pet** is **Injured** or is first displaying **Clinical Signs** of an **Illness** or **Condition** **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 Vet's fees 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 £90 for house calls/out of hours calls if **Your Vet** confirms that **Your Pet** was suffering from a life-endangering **Injury, Illness** or **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 **Injury, Illness** or **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 **Injury, Illness** or **Condition**. The limit is increased to £90 for referral **Vets**.

Exclusions

1. Costs over the amount shown in **Your** policy schedule for each **Injury, Illness** or **Condition**.
2. Costs arising from any **Injury, Illness** or **Condition** which:
 - a. first showed **Clinical Signs**, happened or existed before the commencement date/time shown on **Your** policy schedule or
 - b. is the same as or has the same diagnosis as or is caused by, related to or results from an **Injury, Illness, Condition** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.
3. Costs for any **Illness** displaying **Clinical Signs** within 14 days of the commencement date/time shown on **Your** policy schedule.
4. Any **Injury, Illness** or **Condition** that is excluded from cover as detailed on **Your** policy schedule or notified separately by letter or email.
5. Costs resulting from and relating to umbilical hernias.
6. Costs resulting from **Your Pet** being overweight or prescription diets.
7. Costs for cosmetic **Treatment**, routine **Treatment** or preventative **Treatment** recommended by **Your Vet** to prevent an **Injury, Illness** or **Condition** 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.
8. Costs as a result of tooth or gum disease.

9. Costs arising from **Your Pet** being pregnant, or in relation to giving birth including false pregnancies.
10. Costs arising from vicious tendencies or behavioural problems shown by **Your Pet** or as a result of worrying livestock.
11. Costs of putting **Your Pet** to sleep, cremation and disposal.
12. Costs incurred, **Treatment** received or prescribed for use after the **Policy Term** lapses or **We** stop receiving **Your** premium.
13. Costs not supported by a receipt/invoice showing full details of the costs incurred.
14. Costs incurred in undergoing diagnostic tests unless there is a clear symptom or **Clinical Sign** present.
15. 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 postage and packaging.
16. Costs of an **Injury, Illness** or **Condition** occurring or **Treatment** received outside of the UK.
17. Cost of buying or hiring equipment (including baskets, cages, bedding or litter).
18. Any fees for surgical equipment that can be used more than once.
19. Costs relating to prosthetic limbs and the fitting of prosthetic limbs except hip and/or elbow replacements.
20. Costs of **Your Pet** undergoing organ transplants.
21. The **Excess** as shown in **Your** policy schedule.

SECTION 2 – DEATH OF PET

Cover

If **Your Pet** dies or is put to sleep by a **Vet** during the **Policy Term** as a result of an **Injury, Illness** or **Condition, We** will pay the price paid less:

- 50% for pets aged 6 years or more; or
 - 25% for neutered pets up to the age of 6 years.
- up to the maximum shown in **Your** policy schedule; subject to cover being in force and the relevant premiums having been received by **Us**.

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.

Conditions

1. When **Your Pet** dies, **You** must arrange and pay for a **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.

Exclusions

1. Death if **Your Pet** dies or is put to sleep by a **Vet** more than 365 days after any **Injury, Illness** or **Condition** first showed **Clinical Signs**.
2. Death following an **Injury, Illness** or **Condition** which:
 - a. first showed **Clinical Signs**, happened or existed before the commencement date/time shown on **Your** policy schedule or
 - b. is the same as or has the same diagnosis as or is caused by, related to or results from an **Injury, Illness, Condition** or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.
3. Death following any **Illness** or **Condition** displaying **Clinical Signs** within 14 days of the commencement date/time shown on **Your** policy schedule.
4. Death occurring after the **Policy Term** lapses or **We** stop receiving **Your** premium.
5. Death following **Injury, Illness** or **Condition** that is excluded from cover as detailed on **Your** policy schedule or notified separately by letter or email.
6. Death resulting from and relating to umbilical hernias.
7. Death resulting from **Your Pet** being overweight.
8. Death due to **Illness** of any **Pet** aged 8 years or over as at the commencement or review date shown on **Your** policy schedule.
9. Putting **Your Pet** to sleep (i) for financial reasons (ii) because of vicious tendencies or behavioural problems (iii) due to law, regulation, a government department, a public authority or similar, or order related to a notifiable disease.
10. Death following a surgical operation or general anaesthetic for cosmetic **Treatment**, routine **Treatment** or preventative **Treatment**, recommended by **Your Vet** to prevent an **Injury, Illness** or **Condition** 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.
11. Death following **Your Pet** being pregnant or giving birth including false pregnancies.
12. Death arising from vicious tendencies or behavioural problems shown by **Your Pet** or as a result of worrying livestock.
13. Costs of putting **Your Pet** to sleep, cremation and disposal.
14. Death occurring outside of the UK.

15. Costs of **Your Pet** undergoing organ transplants.

16. The **Excess** as shown in **Your** policy schedule.

SECTION 3 - BOARDING KENNEL / CATTERY FEES

Cover

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

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.
- You** must also provide **Us** with a medical or discharge certificate from the hospital.

Exclusions

- Any claims by **Your** or **Your** partner for:
 - pregnancy
 - any hospital **Treatment** that was expected or probable when **You** commenced or renewed this insurance
 - any injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness, condition or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.
- The **Excess** as shown in **Your** policy schedule.

SECTION 4 - HOLIDAY CANCELLATION

Cover

If **You** have to cancel or curtail **Your** holiday because **Your Pet** needs emergency life-saving surgery as a result of an **Injury, Illness** or **Condition** displaying **Clinical Signs** within 14 days of **Your** actual or proposed departure date, **We** pay any costs not covered by **Your** travel insurers (up to the maximum shown in **Your** policy schedule).

Conditions

- 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

- Costs arising from any **Injury, Illness** or **Condition** which:
 - first showed **Clinical Signs**, happened or existed before the commencement date/time shown on **Your** policy schedule or
 - is the same as or has the same diagnosis as or is caused by, related to or results from an **Injury,**

Illness, Condition or **Clinical Signs** displayed before the commencement date/time shown on **Your** policy schedule.

- Surgery for non-life-saving operations.
- Costs of any holiday booked less than 28 days before **Your** proposed departure date.
- Expenses that can be claimed from any other source.
- The **Excess** as shown in **Your** policy schedule.

SECTION 5 - LOSS BY THEFT OR STRAYING

Cover

If **Your Pet** is not found within 28 days of straying or being **Stolen** from **Your** address as shown on **Your** policy schedule, **We** will pay the price paid less:

- 50% for pets aged 6 years or more; or
 - 25% for neutered pets up to the age of 6 years.
- up to the maximum shown in **Your** policy schedule; subject to cover being in force and the relevant premiums having been received by **Us**.

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.

Conditions

- You** must report the loss of **Your Pet** to the Police and local animal welfare centres immediately upon discovery.
- If, after claiming, **Your Pet** is found or returns, **You** must notify **Us** and repay the full amount **We** have paid out under this section.

Exclusions

- Theft** which does not involve **Forcible and Violent Entry**.
- Any claim where **You** have given **Your Pet** to someone else and they have failed to return it.
- The **Excess** as shown in **Your** policy schedule.

SECTION 6 - ADVERTISING AND REWARD

Cover

We pay (up to the maximum shown in **Your** policy schedule) for the cost of advertising for the return of **Your Pet** or paying a reward which leads to its return.

Conditions

- You** must obtain **Our** written agreement before offering a reward and provide written substantiation of loss i.e. a witness statement.
- You** must report the loss of **Your Pet** to the Police and local animal welfare centres immediately upon discovery.

Exclusions

1. Any reward to a member of **Your Family**, somebody residing at **Your** address, the person who was caring for **Your Pet** at the time it was **Stolen**, the person who stole **Your Pet** or any person who was in collusion with the person who stole **Your Pet**.
2. The **Excess** as shown in **Your** policy schedule.

SECTION 7 - ACCIDENTAL DAMAGE**Cover**

We cover **You** (up to the maximum shown in **Your** policy schedule) for accidental damage to personal property that is not owned by **You**, a member of **Your Family**, a relative, employee, guest or other person who is responsible for or in control of **Your Pet**. **You** are covered whilst 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 occurring whilst **Your Pet** is left unattended.
4. The **Excess** as shown in **Your** policy schedule.

SECTION 8 - PUBLIC LIABILITY - DOGS ONLY**Cover**

We cover **You** (up to the maximum shown in **Your** policy 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 **Policy Term** and caused by or through **Your** ownership of **Your Dog**.

We insure **You** (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.

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 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. **You** must allow **Us** to:
 - a. take over and conduct in **Your** name the defence or settlement of any claim for **Our** own benefit;
 - 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** carrying on any trade, business or profession or use of **Your Dog** for hire or reward.
3. Death or bodily injury to **You**, any person handling **Your Dog** with **Your** permission or consent, any person that lives with **You**, any member of **Your 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. 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 and consent, any person that lives with **You**, any member of **Your 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.
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.
11. The **Excess** as shown in **Your** policy schedule.

SECTION 9 - PERSONAL ACCIDENT

Cover

We cover **You** (up to the maximum shown in **Your** 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 or behavioural problems unless **We** have been previously told about this and have accepted it in writing.
3. The **Excess** as shown in **Your** policy schedule.

ELECTIVE BENEFITS

SECTION 10 - NATIONAL PET REGISTER

24 hour lost and found service; **You** will receive a tag showing **Your Pet's** unique reference number and **Our** telephone number so **We** can reunite you with **Your Pet** should they go missing.

SECTION 11 - EUROPEAN COVER

Cover - European Travel

For up to 100 days a year cover provided in Sections 1, 2 and 5 is geographically extended to the continent of Europe (including sea crossings).

Cover - quarantine expenses and loss of documents

In the event that quarantine is necessary due to unavoidable delay or if **Your Pet** is taken ill or is injured whilst **You** are in Europe and **You** have complied with all appropriate regulations, **We** will cover the cost of quarantine up to the amount shown in **Your** policy schedule.

In the event **You** lose your pet's travel documents, **We** will cover (up to the amount shown in **Your** policy schedule) the cost of obtaining duplicate travel documents.

Cover - emergency repatriation

If **Your Pet** is taken ill, injured or dies whilst **You** are in Europe, **We** will cover (up to the amount shown in **Your** policy schedule) the additional, reasonable repatriation

costs to transport **Your Pet** home or if **Your Pet** dies, the cost either of returning **Your Pet's** body home or disposal in the European country.

Exclusions

1. Death where a claim under Section 2 is declined.
2. Exclusions to Section 2 apply.

SECTION 12 - EUTHANASIA AND CREMATION

Cover

Up to the amount shown in **Your** policy schedule for the costs of putting **Your Pet** to sleep, cremation and disposal.

Exclusions

1. Death where a claim under Section 2 is declined.
2. Save for exclusion 14, exclusions to Section 2 apply.

SECTION 13 - 24 HOUR VET HELPLINE

A phone vet service that allows **You** to speak to UK qualified veterinary nurses 24 hours a day, 365 days a year.

SECTION 14 - PREMIUM WAIVER

'**Bodily Injury**' injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

'**Pre-Existing Condition**' an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

Cover - hospitalisation

In the event **You** are hospitalised for more than 7 days where **You** sustain an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

Cover - accident

In the event **You** are unable to work for more than 7 days where **You** sustain an accidental **Bodily Injury** (but are not hospitalised), **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

Cover - death

In the event of **Your** death following an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium (payable by **Your** estate) up to the amount shown in **Your** policy schedule.

Cover - unemployment

In the event of **Your** becoming unemployed, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

Conditions

1. Any claim for Premium Waiver must be received within 28 days of the above insured event.
2. **Your** insurance policy premium is waived in periods of 28 days; **You** must advise **Us** at the end of each 28 day period whether **You** need to continue to claim. In the event **We** do not receive this notification, **We** will assume Premium Waiver is no longer required and recommence collection of **Your** insurance policy premium.
3. **We** will require a Doctor's Certificate or letter confirming the accidental **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
4. A medical advisor may be appointed by **Us** shall be allowed as often as may be deemed necessary to examine **You**.

Exclusions

1. If **You** are unable to work but receive your normal wages or salary.
2. Voluntary unemployment.
3. If **You** were on notice of the potential for unemployment prior to commencing this cover.
4. Any claim in relation to death which is not supported by a death certificate.
5. Any claim arising as a result of **Pre-Existing Condition**.

SECTION 15 - LEGAL HELPLINE

Our Legal Department will provide telephone advice up to the amount shown in **Your** policy schedule concerning **Your** ownership of **Your Pet**.

If **You** would like telephone legal advice, please call **Our** Legal Department on 03300 244 040.

Exclusions

1. Any commercial legal problems.
2. Consideration of any documentation or correspondence pertaining to **Your** dispute.
3. Undertaking litigation.

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** are not liable to pay any claims (including public liability) caused by **Your Pet** straying, escaping, damaging property, attacking the general public or other pets, if the **Pet** has a history of doing this. However, **You** are covered if **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. **You** must always take reasonable steps to prevent **Accidents, Injury, Illness**, loss and damage and to minimise any claims under this policy. **You** must have **Your Pet** wormed regularly and protect it from infections or contagious disease by keeping it isolated. **You** must also have **Your 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.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.

3. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.
4. Your **Pet** must be owned by **You**, the named insured shown 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.
5. If **Your Pet** has suffered from an **Injury, Illness or Condition** that has not been disclosed to **Us** at the commencement or review of the policy, **We** may place an exclusion retrospectively to the date of inception or review.
6. Where **You** maliciously and/or recklessly fail to disclose a **Material Fact** at policy inception, review or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.
7. **You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
8. **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.
9. 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.
10. 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.
11. **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.
12. If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
13. **We** will deduct any amount due to **Us** from any claim settlement.
14. If **You** submit a claim relating to a previous **Policy Term**, **We** may backdate any exclusion to the start of the relevant **Policy Term**.
15. 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

This policy does not cover the following:

1. Any losses which are not expressly covered by the terms and conditions of this policy.
2. Any claim which is the result of **You** breaking the **UK** regulations on animal health and importing animals.
3. 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.
4. The policy does not cover using **Your Pet** in any trade, profession or business, unless **We** have agreed in writing to cover this.
5. **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 **Your Pet**; or
 - c. one of **Your Family**, relations, agents, employees, licensees, paying guest, someone living with **You** or any other person in a contractual relationship with **You**.
6. Any liability that arises only because of an agreement.
7. 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.
8. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war was declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
9. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
10. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
11. 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.
12. **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:

- 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.

13. 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.

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: The Insurance Emporium, 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.theinsuranceemporium.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@emporium.co.uk or by phone on 03300 244 006 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@emporium.co.uk or by phone on 03300 244 006.

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.

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, for valid reason, in which case, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **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 sent to either of the email or postal addresses **You** provided to **Us**. 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 244 005, fax 03300 242 971 or email hello@emporium.co.uk.

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, fax 03300 242 971 or email hello@emporium.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** Complaint Handling Procedure.

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 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 suggesting that **Our** future claims 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. 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.

COMPLAINT HANDLING PROCEDURE

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 The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within

6 months of the date of the Chief Executive Officer's response:

- address: Exchange Tower, London, E14 9SR
- tel: 0800 023 4 567 or 0300 123 9 123
- email: complaint.info@financial-ombudsman.org.uk
- website: www.financial-ombudsman.org.uk

The Insurance Emporium
Thorpe Underwood Hall
Ouseburn
York

YO26 9SS

t: 03300 244 005

f: 03300 242 971

e: hello@emporium.co.uk

www.theinsuranceemporium.co.uk