

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 for up to 365 days from the date each injury, illness or condition first showed clinical signs

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 read this in conjunction with the Insurance Product Information Document (IPID) and check Your Policy Schedule carefully (Your Policy Cover and Optional Benefits) 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 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

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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 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.

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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 and Isle of Man except as where indicated.

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 grand-children.

'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;

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- (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)

‘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

Time Limited Cover

We pay up to the amount shown in **Your** policy schedule for **Treatment** and/or **Complementary Treatment** of an **Injury, Illness** or **Condition**, if (a) the **Injury, Illness** or **Condition** occurs during the **Policy Term**, (b) the policy is in force and (c) the premium payments are up to date when the **Injury, Illness** or **Condition** first displays **Clinical Signs**.

When the amount shown in the policy schedule has been reached or 365 days after your **Pet** is **Injured** or first displayed **Clinical Signs** of an **Illness** or **Condition** whichever occurs first, **We** will not pay any more for the **Treatment** and/or **Complimentary Treatment** of the relevant **Injury, Illness** or **Condition** (including **Bilateral Conditions**) whether the policy is renewed, or not.

If **You** want to continue claiming until the amount shown in the policy schedule has been reached or up until 365 days after your **Pet** is **Injured** or first displayed **Clinical Signs** of an **Illness** or **Condition** whichever occurs first, **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 lose the unused part of the amount shown in your policy schedule.

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 £115 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.

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- **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 incurred, **Treatment** received or prescribed for use more than 365 days after **Your Pet** first displayed **Clinical Signs** of an **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** or **Condition** 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

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- 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**.

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Conditions

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.

Exclusions

1. Any claims by **You** or **Your** partner for:
 - (a) pregnancy
 - (b) any hospital **Treatment** that was expected or probable when **You** commenced or renewed this insurance
 - (c) 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.
2. 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

1. **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. 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.
2. Surgery for non-life-saving operations.
3. Costs of any holiday booked less than 28 days before **Your** proposed departure date.
4. Expenses that can be claimed from any other source.
5. 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

1. **You** must report the loss of **Your Pet** to the Police and local animal welfare centres immediately upon discovery.
2. 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

1. **Theft** which does not involve **Forcible and Violent Entry**.
2. Any claim where **You** have given **Your Pet** to someone else and they have failed to return it.

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3. 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

1. **You** must obtain **Our** written agreement before offering a reward and provide written substantiation of loss i.e. a witness statement.
2. **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(s), or any 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 – 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.

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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.
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.

POLICY WORDING

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.

OPTIONAL BENEFITS

SECTION 10 - 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 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.

NOTE: exclusions applying to Sections 1 2, and 5 also apply to European Cover.

Exclusions

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

SECTION 11 - EUTHANASIA AND CREMATION

Cover

Up 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. Any euthanasia and cremation claim where your **Pet** is aged 8 years or over as at the commencement or review date shown on **Your** policy schedule.
3. Save for exclusion 13, exclusions to Section 2 apply.

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.

POLICY WORDING

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. **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**.

POLICY WORDING

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. 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 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. Any claim that occurs when **Your Pet** is working, or being used in (or in connection with) a trade, profession or business, unless **We** have given **Our** prior written approval and **Your Pet** is working or being used in a way that is consistent with that approval.
5. Claims that are wholly or partially false, exaggerated, or fraudulent.
6. 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**.
7. Any liability that arises only because of an agreement.
8. 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.
9. 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 be 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.
10. 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.
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. 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.
13. **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) an epidemic, a pandemic, influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof;
 - (b) arising from any fear or threat (whether actual or perceived) of such an epidemic, pandemic, influenza, notifiable disease, virus, bacteria or contagion;
 - (c) 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.

POLICY WORDING

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.

14. 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.
15. **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: 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.

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.

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:

POLICY WORDING

- (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
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
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 www.theinsuranceemporium.co.uk/privacy-policy