

## Insurance Policy Terms and Conditions

This booklet applies to:

Pet Protect TimeCare and ConditionCare Policies

### Contents

Page 02	Welcome to your Pet Insurance Policy
Page 04	Definitions
Page 06	Section 01 - How to Claim
Page 08	Section 02 - Cancellation Rights
Page 10	Section 03 - Complaints Procedure
Page 11	Section 04 - Your Contract of Insurance
Page 13	Section 05 - Veterinary Fees
Page 17	Section 06 - Euthanasia
Page 18	Section 07 - Third Party Liability (Applicable to dogs only)
Page 20	Section 08 - General Conditions

# Welcome to your pet insurance policy

Welcome to **your policy** of insurance that provides cover for **your pet** for **veterinary fees** and other expenses as detailed in **your policy**.

You have chosen an insurance **policy** that provides limited cover for **vet fees** and will pay a fixed sum or amount and/or pay for a fixed period of time in respect of any one **injury** or **illness**. Please refer to Section 5 of **your policy**.

Your insurance is made up of a number of sections. Please read your policy including your schedule carefully to understand the cover sections and payment limits which apply to you. You are eligible for cover under each given section only if you have chosen to purchase cover for that section and it is shown as being covered in the schedule. If no section heading appears in the schedule or the phrase "Not Covered" is shown against that heading then the cover by that section does not apply.

#### If the range of cover does not meet **your** needs then please telephone **us** to discuss the options available. **We** will be pleased to quote to change **your** level of cover.

Words in bold type face (but not headings) such as '**your**' have specific meanings attached to them as set out in Definitions. Please read the Definitions set out at the beginning of this **policy**.

The **schedule** and **policy** together form a legal contract with **us** and define exactly what **you** are covered against and what is excluded. If **you** have any questions in relation to **your** cover please contact **us** using the contact details below.

## Contact details

Pet Protect Policies: 0345 602 4797

Email: Enquiries@petprotect.co.uk

Fax: 0808 280 0865

Postal Address:

Pet Protect Limited Furness House, 53 Brighton Road, Redhill, Surrey, RH1 6RD.

## Your insurers and our regulator

Pet Protect Limited is registered in England and Wales with registered number 1774371. Registered office: Furness House, 53 Brighton Road, Redhill, Surrey, RH1 6RD. Pet Protect Limited is authorised and regulated by the Financial Conduct Authority (Firm reference number 311794).

Our insurance is underwritten by Newline Insurance Company Limited who is registered in England and Wales under company registration number 04409827. Their registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE. They are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

This can be checked by visiting the 'Financial Services Register' on the Financial Conduct Authority's (FCA) website at www.fca.org.uk/register or by telephoning them on 0800 111 6768.

## Eligibility criteria

- This policy will not cover any pre-existing conditions.
- Your pet must be in good health and free from injury or illness when proposed for insurance and until acceptance by us.
- 3. We will not cover the following:
  - Pit Bulls, American Pit Bull Terriers, Dogo Argentinos, Japanese Tosas, Fila Brasileiro, Chinese Shar-Pei, Akita, Dogue de Bordeaux;
  - b. a dog crossed with these breeds, wolves or wolf hybrids; and
  - c. any animal registered under the Dangerous Dogs Act 1991 and the amendment 1997 and the Dangerous Dogs (Northem Ireland) Order 1991 or any subsequent amendments to these Acts.
  - d. any claim where your pet is a **working dog**, this includes being used for or being trained for commercial use, guarding, security, farming, hunting or racing. This exclusion does not apply to **assistance dogs**.
  - e. a dog shown as a **specified breed** in the definition section of this **policy**, that is under 8 weeks or is 6 years or over when **you** take out the **policy**.
  - f. any dog which is under 8 weeks or is 8 years or over when you take out the policy.
  - g. a cat that is under 6 weeks or is 10 years or over when **you** take out the **policy**.
- 4. Your policy contains a number of exclusions. These will be shown under "What isn't covered" either as general exclusions or Section exclusions. Please read the exclusions carefully to ensure that this policy is suitable for you and your pet.
- 5. We will not cover veterinary fees to treat injuries from accidents occurring within 15 days of the start date of the period of insurance nor veterinary fees to treat illnesses manifesting within 15 days of the start of the period of insurance.

## Definitions



The following words will have the same meaning attached each time they appear in this **your policy** or **schedule** in **bold** type face, whether with a capital first letter or not.

Depending on the context in which the words have been used, words used in singular will include the plural and vice versa and words in the masculine will include the feminine and the neuter. Any reference to a person will be assumed to include any individual, company, partnership, or any other legal entity. Any references to a statute or regulations will include all its amendments or replacements. The headings within the **policy** are used only for convenience of identification and will not be considered to contribute to the meaning of the paragraphs in this **policy**.

## 1 Accident / Accidental

A sudden and unexpected event brought about by an external influence which is not an **illness** but which results in an **injury**.

## 2 Assistance dogs

Specifically trained to assist a disabled person and that meets the accredited membership criteria of Assistance Dogs International, Assistance Dogs Europe or the international Guide Dog Federation.

## 3 Benefit start date

3.1 either the date the date the cover for specified illness or injury commences as specified in the schedule; and/or

3.2 the date from which payment of claim money will commence following treatment insured by this **policy**.

As the context requires

## **4 Bilateral Condition**

Any condition, which may affect duplicate body parts on both sides of the body (e.g ears, eyes, knees, cruciate ligaments, hips). These are considered as one condition where the second body part is affected within a 12-month period.

## 5 Clinical signs

Changes in **your pet's** normal healthy state, its bodily functions or behaviour.

## 6 Complementary treatment

Hydrotherapy, herbal or homeopathic medicine, physiotherapy, shockwave therapy, k-laser therapy and transcutaneous electrical nerve stimulation (TENS) only.

## 7 Equipment

Behavioural training aids, buster collars, cages, cover boots, dog legges, elizabethan collar, harness, inflatable collar, nebulizer (aerokat), pet medical t-shirt / coverings / stockings (thunder shirt), prosthetic limbs, sharps bins / containers, smart collars, uripet.

## 8 Excess(es)

The amount **you** must pay for each unrelated **injury** or **illness** treated during each **period of insurance** as shown on **your schedule**. If the **treatment** dates of an **injury**, disease or **illness** fall into more than one **period of insurance**, **you** will be required to pay the **excess** for each **period of insurance**.

## 9 Illness

Physical disease, sickness, infection or failure that is not caused by **injury** or any changes to **your pet's** normal healthy state.

## 10 Independent loss adjuster

An independent assessor called in by **us** to check the validity of claims.

## 11 Injury

Physical damage or trauma caused by an **accident** to **your pet**.

## 12 Maximum benefit

The most we will pay as stated on your schedule.

## 13 Period of insurance

The period between the Commencement and the Expiry dates shown on **your schedule**. Both dates refer to local standard time at **your** address.

## 14 Pet

The **pet** you own, whose name and details are given on the **schedule**.

## 15 Pre-existing condition

Any **clinical sign**, condition or complication directly resulting from a condition that has been identified or investigated by a **vet**, is known to **you** or is otherwise reasonable for **you** to have known about prior to the start of the insurance.

## 16 Policy

This document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the schedule that will be considered part of the legal contract.

## 17 Schedule

Document which identifies the policyholder and sets out details of the cover and **excesses**.

## 18 Specified breeds

Akbash, Alano Espanol, Alpine Dachsbracke, American Bandogge Mastiff, American Blue Gascon Hound, American White Shepherd, Appenzeller Sennenhunde, Azawakh, Azores Cattle Dog, Banter Bulldogge, Basenji, Basset Hound, Belgian Shepherd Dog, Belgian Shepherd Dog (Groenendael), Belgian Shepherd Dog (Laekenois), Belgian Shepherd Dog (Malinois), Belgian Shepherd Dog (Tervuren), Bernese Mountain Dog, Boerboel, Boxer, Braque Francais Pyrenees, Bulldog, Banter Bulldogge Alapaha Blue Blood Bulldog, American Bulldog, English Bulldog, French Bulldog, Toy Bulldog, Bullmastiff, Cane Corso, Caucasian Mountain Dog, Central Asian Outcharka Shepherd, Coonhound, Black and Tan Coonhound, Bluetick Coonhound, Redbone Coonhound, Treeing Walker Coonhound, Dalmatian, Danish Broholmer, Deerhound, Scottish Deerhound, Doberman Pinscher, Dosa Inu, Dutch Sheepdog, English Mastiff, Entlebucher Mountain Dog, Estrela Mountain Dog, German Shepherd Dog, King German Shepherd, Great Dane,

#### Definitions

Great Pyrenees, Greater Swiss Mountain Dog, Greyhound, Grand Basset Griffon Vendeen, Himalayan Sheepdog, Icelandic Sheepdog, Irish Wolfhound, Italian Greyhound, Landseer, Leonberger, Mastiff, Mee Kyun Dosa, Neapolitan Mastiff, Newfoundland, Old English Mastiff, Old English Sheepdog, Olde English Bulldogge, Perro de Presa Canario, Peruvian Inca Orchid, Pharaoh Hound, Pyrenean Mountain Dog, Rafeiro do Alentejo, Giant Schnauzer, Shiloh Shepherd, Sloughi, American Staffordshire Terrier, Bull Terrier, English Staffordshire Terrier, Miniature Bull Terrier, Miniature English Bull Terrier, Soft Coated Wheaten Terrier, Staffordshire Bull Terrier, Tibetan Mastiff.

## 19 Treatment

Any examination, consultation, advice, tests, X-rays, medication, surgery, nursing, and care provided by a veterinary practice and/or if instructed by a **vet**.

## 20 United Kingdom or UK

The countries of England, Scotland, Northern Ireland and Wales, the Channel Islands and the Isle of Man.

## 21 Vet/Veterinary

A qualified and registered veterinary surgeon.

## 22 Vet/Veterinary fees

Fees incurred by a qualified and registered veterinary surgeon at a veterinary practice or at any other authorised organisation which has been agreed with **us** in advance.

## 23 Working Dog

This includes but is not limited to your pet being used or trained for commercial use, guarding, security, farming, hunting, racing and volunteering.

## 24 Your contribution

The amount **you** must pay towards each claim once any **excess** has been deducted. This amount is calculated as a percentage of the claim depending upon the age of **your pet** at the start of the current **period of insurance**. This percentage contribution is stated on **your schedule**.

### 25 We, us, our

Our insurance is underwritten by Newline Insurance Company Ltd.

## 26 You, your

You means the owner of the insured **pet**. Your name is given on the **schedule**. Joint policyholders are not permitted. If more than one person owns the **pet**, the owners must select which one of them will be the policyholder.

But for the exclusive purpose of Section 7 Third Party Liability, section '**you**' and '**your**' mean **you** or any person looking after or handling **your pet** with **your** permission.

## How to Claim Section 01



There are some general conditions that apply to all sections of **your** insurance whilst other claim requirements only apply to specific sections. The following terms apply to all sections but **you** must read these in conjunction with the specific "How to claim" guides set out in each section.

Your schedule will contain the details of the sections which apply to your cover and the corresponding maximum benefits for each section.

## To submit a claim

- We will not authorise or guarantee any claims over the telephone but we can offer:
  - a. general advice
  - specific advice on whether fees will be considered for services provided outside your usual veterinary practice and not by your vet.
- 2. You must send us a claim form that has been fully completed. We will then write to you with our decision. Please complete the following steps:
  - a. download a claim form from **our** website www.petprotect.co.uk;
  - b. complete the payment details on the front of the claim form;
  - c. ask **your vet** to complete and sign the reverse of the form;
  - d. sign the customer declaration at the end of the form;
  - e. return to Pet Protect with all itemised

receipts and any supporting information we ask for;

- f. all claims must be accompanied by a fully completed claim form signed and dated by **you** and the treating **vet** and furnished with a practice stamp. Original treatment invoices and up to date clinical history must be furnished with a practice stamp on each invoice or page. Claims must be submitted within 6 months of the **treatment** start date unless otherwise agreed.
- If your pet has been referred to another veterinary practice or authorised organisation, you will need to contact us for authorisation prior to your appointment.
- 4. If **you** request payment to be made directly to the **vet**:
  - a. If it is more convenient and your vet agrees, we can pay claims directly to your vet. You can tell us to do this when you make a claim. You will need to settle with the vet any fees for non-claimable items and the policy excess/your contribution (if applicable);
  - b. If your vet asks for information about your insurance relating to your claim, we will tell them what the insurance covers and how the amount we pay is calculated.
- We are only able to make payments to the policyholder or the treating vet. Requests for payments to be issued to a third party cannot be met.

## Our rights following a claim

- Where, in the policy, we refer to the term 'reasonable and customary,' we will seek guidance from other veterinary practices in your area or an independent loss adjuster, to assist with the determination of what constitutes reasonable and customary fees and procedures.
- In the event that the appointed independent loss adjuster or the local vet believes any claim to be unreasonable the matter will be referred for mediation to an independent party. The independent party will be chosen by you and us jointly.
- If any claim against you results in legal action, we can take over your case and control it for as long as is necessary. Further, if it is necessary for any reason connected with this policy, we can use your name:

in legal action;

to enforce judgement or order that benefits **us**; and

to make or defend a claim for damages against someone else.

- 4. We can ask to review and examine your pet's records and any other information from any vet who has treated your pet. It shall be your responsibility to obtain all such records and information as required at your expense.
- If there is other insurance under which you are entitled to payments, we will only pay our share of the claim. You must tell us the name and address of the other insurance company and applicable policy number.
- In the event that we are charged by our bank to process a stop cheque, you will become liable for the charge.

## Claim payment

We will pay your claim:

- 1. if the claim form is correct and complete;
- when we have all the other information we need to support the claim;
- 3. when we are sure that the claim is valid.

## Cancellation Rights Section 02



## Cooling off period

If the cover does not meet **your** requirements **you** have the right to cancel **your policy** during a period of 14 days either from the day of commencement of the contract or the day on which **you** receive **your policy** documentation, whichever is the latter.

Provided **we** have no record of any claims being notified, **you** will be entitled to a full refund of the premium refund of the premium for policies cancelled during the cooling off period.

# Your rights after commencement of cover

You may cancel the **policy** at any time by giving **us** 14 days' notice.

a) Monthly policies

If you are paying for your cover on a monthly basis, you will remain covered until the end of the month you have already paid for, unless specified otherwise. However, if you make a claim, including if your pet has died, is stolen or has strayed, or if a claim is made against you and you subsequently cancel your policy, the annual premium shall become immediately payable. Any outstanding instalments for the period of insurance will be deducted from any claim payment and the cancellation notice will be deemed revoked.

If you decided to cancel your Direct Debit instalment, it's important that you call us to ensure your policy has been fully cancelled, so your credit rating is not affected. It is your responsibility to contact your bank or building society and ensure no further payment is made to us.

#### b) Annual policies

If **you** have paid the annual premium in full **we** will refund a proportion of **your** premium which

relates to the remaining unexpired full months of cover not used. However, if **you** make a claim including if **your pet** has died, is stolen or has strayed, or if a claim is made against **you** and **you** subsequently cancel **your policy**, **we** shall be entitled to retain **your** premium.

If **you** are thinking of leaving **us**, please give **us** a call to let **us** know 0345 609 0191.

## Our cancellation rights

We have the right to cancel your policy at any time by giving you 14 days' notice in writing where there is a valid reason for doing so. We will write to you to set out the reason/s for cancellation. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. We will write to you requesting any outstanding payments be brought up to date within 14 days of receipt. We will also notify you that if payment is not received within 14 days, your policy will be cancelled with immediate effect;
- Where you are required, in accordance with the terms of this policy, to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we will write to you and may cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 14 days cancellation notice period;
- Where there is a material failure by you to take proper care of your pet as required by the sub-section headed 'Taking care of your pet' in the General Conditions section of this policy;
- Where we reasonably suspect fraud;

If **we** do cancel **your policy**, **we** will refund the proportion of the premium **you** have not yet used. Pa

## Complaints Procedure Section 03



## **Complaints Procedure**

In the event that **you** wish to make a complaint **you** may contact **us** through the following methods:

Customer Relations Department Pet Protect Limited Furness House, 53 Brighton Road, Redhill, Surrey RH1 6RD Telephone: 0345 609 0191 Email: complaints@petprotect.co.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service - this process is free and conducted entirely online. You can access the ODR platform on https://ec.europa.eu/odr

If you remain dissatisfied with our response, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4567 (landline) or 0300 123 9 123 (mobile) Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

If **you** make a complaint **your** legal rights will not be affected.

Please note that the FOS will not deal with **your** complaint if **you** submit it to them sooner than 8 weeks after receipt of the complaint to us, or longer than 6 months after **you** have received a written final response.

## Compensation scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations under this contract. Any claim under this contract of general insurance is covered for 90% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Telephone: 0800 678 1100 (Freephone number) or 020 7741 4100 or from their website (http:// www.fscs.org.uk/contact-us/).

## Your contract of insurance Section 04



## What is covered?

This **policy** insures **you** for **your pet** as described on your **schedule**.

Subject to the maximum benefit and policy excesses stated on your schedule this policy provides some or all of the following benefits:

- veterinary fees as set out in this document
- euthanasia
- third party liability dogs only

Please refer to **your schedule** to identify the benefits that apply to **your policy** and maximum amounts that apply to **your pet**. There are exceptions to the cover described above, so **we** may not pay claims for some fees or costs. These exceptions may apply to

- a. every section of the **policy** What isn't covered - General exclusions; or
- b. to specific section(s) only Section exclusions.

You, as the policyholder, have certain responsibilities towards your pet and towards us. If you don't meet your responsibilities, we may not pay claims for some fees or costs. Your responsibilities are explained in the General Conditions section of this policy.

## What isn't covered -General exclusions

This **policy** excludes and does not cover:

- any pre-existing conditions including but not limited to any form of illness or injury that your pet has had, or has shown clinical signs of when you took out this policy. But please telephone us as we may be able to offer restricted cover where we exclude costs relating to the existing illness or injury.
- 2. claims arising out of any **accidents** occurring or **illness** manifesting within 15 days of inception of this **policy** provided that this exclusion shall not apply in respect of renewed policies.
- fees for the cost of any treatment your pet has received after your policy has lapsed.
- 4. Pit Bulls, American Pit Bull Terriers, Dogo Argentinos, Japanese Tosas, Fila Brasileiro, Chinese Shar-Pei, Akita, Dogue de Bordeaux or a dog crossed with these breeds, wolves or wolf hybrids and any animal registered under the Dangerous Dogs Act 1991 and the amendment 1997 and the Dangerous Dogs (Northern Ireland) Order 1991 or any subsequent amendments.
- working dogs. This includes your pet acquiring an injury or illness in the course of being used or trained for commerical use, guarding, security, farming, hunting, racing, volunteering etc. This exclusion

#### Your Contract of Insurance

does not apply to **assistance dogs** registered under an approved scheme.

Volunteer dogs are classed as **working dogs** and cover is not provided for claims that arise in the course of a dogs volunteering activities.

- 6. any amount if **you** break **United Kingdom** laws or regulations, including but not limited to those relating to animal health or importation.
- 7. any costs caused because Department for Environment, Food and Rural Affairs or the Department of Agriculture, Food and Rural Development in the Republic of Ireland have put restrictions on **your pet**.
- any amount if your pet is confiscated or destroyed by the government or public authorities for causing disturbance or interference of livestock as provided for under Animals Act 1971, the Control of Dogs Act 1986 or Control of Dogs (Amendment) Act 1992 Republic of Ireland.
- costs resulting from an illness that your pet contracted or an accident that occurred while outside the United Kingdom unless we have accepted a claim for that illness or accident under a Pet Protect Travel policy in force at the time for your pet. Any such claim is subject to the terms and conditions of this policy.
- 10. any loss as a result of disease transmitted from animals to humans.
- 11. legal expenses, fines and penalties connected with or resulting from a criminal court case or an Act of Parliament.
- 12. the costs of, or compensation for, putting **your pet** to sleep under a Court Order or Contagious Diseases Act.

- 13. any claim which is caused directly or indirectly by:
  - a. loss or damage to any property, or any loss, expense or liability arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel or the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it;
  - being exposed to the utilisation of nuclear, chemical or biological weapons of mass destruction;
  - c. you taking part in a criminal act, civil commotion or riot of any kind;
  - d. war whether declared or not;
  - e. terrorism being an act of force or violence for political, religious or ideological reasons.
- treatment for any condition that could have been prevented had you followed any remedial advice provided by your vet.
- 15. the excess as stated on the schedule. For veterinary fees the excess is applied once to each illness or injury for each period of insurance but for all other sections of your cover the excess is applied separately to each incident.
- any compensation costs and expenses if you are deemed responsible under laws outside the United Kingdom.
- 17. a dog shown as a **specified breed** that is under 8 weeks and or is 6 years or over when **you** take out the **policy**.
- any dog which is under 8 weeks or is
  years or over when you take out the policy.
- 19. any cat which is under 6 weeks or is 10 years or over when **you** take out the **policy**.

## Veterinary Fees Section 05



Please refer to **your schedule** to check whether this benefit applies to **your policy**. This section refers to **veterinary fees** delivered in the **United Kingdom**.

## 5.1 Capped Cover

## 5.1.1 Claim value limited for each separate condition -Pet Protect ConditionCare

For Pet Protect ConditionCare policies, provided your **policy** is continually renewed and in force during the period of **treatment**, we will pay the cost of **veterinary treatment** received for each **illness** or **injury** suffered by **your pet** up to the **maximum benefit** limit noted on **your schedule**.

Once vet fees reach the maximum benefit for each illness or accident, treatment for that illness or accident will be excluded from cover for the remainder of the policy life.

## 5.1.2 Cover period limited for each separate condition -Pet Protect TimeCare

For Pet Protect TimeCare policies; provided your policy is continually renewed and in force during the period of treatment and for a maximum period of 12 months from the date the illness or injury was first noticed or until the maximum benefit for each condition or incident is reached, whichever occurs sooner, we will pay, the cost of veterinary treatment received for each illness or injury suffered by your pet.

After the period of 12 months from the date the **illness** or **injury** was first noticed or after the **maximum benefit** is used up, whichever is the sooner, **treatment** for that **illness** or **accident** will be excluded from cover for the remainder of the **policy's** life.

If the cover **you** have selected does not meet **your** needs please call **us** to discuss alternative cover.

It is important that **you** check your cover before **your pet** contracts a condition, as upgrades which include improved cover are limited once a claim has started.

# 5.2 Excess and your contribution

Please be advised that **veterinary treatment** under this section may be subject to an **excess** and **your contribution** if shown in **your schedule**.

Your contribution is the amount you must pay towards each claim once any excess has been deducted. Your contribution is calculated as a percentage of the claim and is stated on your schedule. This will vary depending upon the age of your pet at the start of the current period of insurance.

Please see the below example:

Amount of the claim	£ 1000
Less: Excess	<u>£ 90</u>
	£ 910
	£ 910
Less: Your contribution (10% of £910)	
	<u>£ 91</u>
Maximum amount payable	£ 819
this example is provided to assist your	

this example is provided to assist **your** understanding only and does not form part of **your** insurance cover.

## 5.3 What is covered

We will pay:

- 5.3.1. reasonable **vet fees** arising from reasonable and customary **veterinary** procedures for treating an **illness** or **injury**.
- 5.3.2. for diagnostic, medical and surgical treatment facilities, procedures and fees not primarily originating within **your** usual veterinary practice, provided **we** consider:
  - such fees reasonable and customary; and
  - the originator's invoice is submitted.

If **you** are referred to, for example, human hospitals, veterinary referral practices, for diagnostic imaging etc, **you** must advise **us** prior to **your** appointment.

- 5.3.3. the fees for putting **your pet** to sleep as long as this is recommended by **your vet** (euthanasia).
- 5.3.4. emergency transfer fees only on medical grounds where it is essential that **vet** staff are needed to provide supportive care during transit

## 5.4 What isn't covered -Section Exclusions

We will not pay for:

- 5.4.1. **vet fees** arising out of any **injury** from **accidents** occurring or **illness** manifesting within 15 days of inception provided that this exclusion shall not apply with respect to renewed policies.
- 5.4.2. the cost of any food including any cost of food prescribed by your vet to prevent illness;
- 5.4.3. the excess as stated on your schedule.
- 5.4.4. **vet fees** to treat an **illness/accident** which arises before the **benefit start date** as shown on **your schedule**.

- 5.4.5. costs arising from a **pre-existing** medical condition.
- 5.4.6. costs of any **treatment your pet** receives after the **period of insurance**.
- 5.4.7. costs resulting from an **illness** that your pet contracted or an accident that occurred while outside the United Kingdom.
- 5.4.8. your contribution.
- 5.4.9. **vet fees** to treat an **illness** or **injury** related to **your pet** being pregnant or giving birth.
- 5.4.10. routine preoperative screenings or blood tests.
- 5.4.11. preventative and routine **treatments**, for example, vaccinations, spaying, castration, cosmetic procedures (including grooming), elective surgery or nail clipping and any claims arising as a result of these procedures.
- 5.4.12. the cost of killing and controlling fleas and or tapeworms and roundworms, or measures to rid **your pet** of internal and external parasites, and any claims arising as a result of these procedures.
- 5.4.13. parasitic conditions including but not limited to lungworm, demodectic mange, sarcoptic mange, ticks, harvest mites, lice or ear mites.
- 5.4.14. pheromone therapy.
- 5.4.15. the cost of any **complementary treatments** or behavioural therapies.
- 5.4.16. The cost of dental **treatment** other than for **accidental injury**.
- 5.4.17. charges for house calls unless the **vet** confirms it is life-threatening to **your pet** to move it.
- 5.4.18. routine transfer fees from **your** regular **vet** to a 24-hour **vet**.

- 5.4.19. having **your pet** cremated, buried or otherwise disposed of.
- 5.4.20. travelling expenses incurred either by you or your vet.
- 5.4.21. any fee charged by **your vet** to complete the claim form or send additional information.
- 5.4.22. the hire or purchase of equipment.
- 5.4.23. organ transplants or any associated costs.
- 5.4.24. behavioural **equipment** such as training aids, purchase of videos, tapes, books, other training **equipment**, retraining programmes or relocating **your pet** for training purposes.
- 5.4.25. the cost of treating any **injury** or **illness** deliberately caused by **you** or anyone living with **you**.
- 5.4.26. costs resulting from an **injury** or **illness** specified as excluded on **your schedule** or generally not covered within these terms and conditions.
- 5.4.27. costs incurred outside the **United Kingdom** unless agreed by **us** in advance.
- 5.4.28. stem cell therapy.
- 5.4.29. costs arising from pyometra, or conditions relating to the prostate or mammary glands, unless **your pet** has been neutered.

**Please note: We** class bilateral **conditions** as a single incident if an injury or illness affects duplicate body parts on both sides of the body within a 12 month period.

## How to claim for Section 05 - Vet Fees

Please read these conditions in conjunction with Section 1 - How to Claim.

- 1. Remember that claims only apply to treatment received during the period of insurance.
- 2. All claims must be accompanied by a fully completed claim form signed and dated by **you** and the treating **vet** and furnished with a practice stamp. Original treatment invoices and up to date clinical history must be furnished with a practice stamp on each invoice or page. Claims must be submitted within 6 months of the **treatment** start date unless otherwise stated. For claims relating to fees originating from **your** usual veterinary practice **you** do not need to obtain prior approval before commencing **treatment**.
- Referral veterinary practice for claims involving fees originating from a referral veterinary practice you must obtain our approval prior to your appointment with the referred practice.
- Ensure that all receipts or original invoices are retained, as these are required when you submit your completed claim form.
- 5. If **treatment** has not been completed, an interim claim can be submitted.
- 6. If **treatment** has continued beyond one **period of insurance** and into the next (as shown on **your schedule**), please ask the **vet** to provide a daily itemised invoice.

## Euthanasia Section 06



## 6.1 What is covered

We will pay for the cost of euthanasia incurred during the **period of insurance** (as shown on **your schedule**), but only when it has been recommended by **your vet** for humane reasons.

# 6.2 What isn't covered - Section Exclusions

We will not pay any claim for any amount if your pet has been put to sleep for financial reasons, or in order to comply with the Dangerous Dogs Act 1991 and the amendment 1997 or the Dangerous Dogs Act (Northern Ireland) Order 1991 or any subsequent amendments.

## How to claim for Section 06 - Euthanasia

Please read these conditions in conjunction with Section 1 - How to Claim.

- 1. Visit www.petprotect.co.uk to download a claim form.
- 2. If **you** are claiming for **treatment** as well as euthanasia, these can be combined on the same claim form.
- Ensure that all receipts or original invoices are retained, as these are required when you submit your completed claim form.
- 4. All claims must be accompanied by a fully completed claim form signed and dated by you and the treating vet and furnished with a practice stamp. Original treatment invoices and up to date clinical history must be furnished with a practice stamp on each invoice or page. Claims must be submitted within 6 months of the euthanasia.

### **Third Party Liability**

(Applicable to dogs only)

Section 07

Please refer to **your schedule** to check whether this benefit applies to **your policy**.

### 7.1 What is covered

- 7.1.1 If property is damaged, or any person is killed, injured or falls ill as a result of an incident involving **your pet** during the **period of insurance**, **we** will pay:
  - compensation and costs awarded against you by a court of law; and
  - the legal costs and expenses for defending a claim against you.
     Provided that we shall not pay more than the maximum benefit as shown on your schedule.
- 7.1.2 If other dogs are involved with **your pet** in causing injury or damage, **we** will only pay for the share of the injury or damage caused by **your pet**.
- 7.1.3 If **your pet**, along with the other dogs belonging to **you** but are not insured under this **policy**, is involved in an incident causing injury or damage, **you** will have to pay a proportionate share of the total injury and/or damage caused by **your pet** and **your** uninsured dogs. For example, if **you** have three dogs which cause injury or damage and only one is insured, **we** will pay one-third of any claims made against **you**.

## 7.2 What isn't covered -Section Exclusions

We will not pay:

- 7.2.1. more than the **maximum benefit** as shown on **your schedule**.
- 7.2.2. the excess as stated on your schedule.

Your excess must be paid by you before any payment is made to a third party.

7.2.3. compensation or legal costs if the injured person:

a. is part of your family;

- b.lives in your home;
- c. works for you;
- d.is looking after **your** dog with **your** permission;
- 7.2.4. compensation or legal costs if the damaged property belongs to **you** or someone who:
  - a. is part of your family;
  - b.lives in your home;
  - c. works for you;
  - d.is looking after **your pet** with **your** permission;
- 7.2.5. compensation or legal costs if **you** or someone listed above is looking after the property or holding it in trust.
- 7.2.6. if you work from home or take your pet to work and your pet has access to your work area and/or your clients, employees, employer or their property or any persons connected with your work and causes any incident which results in any form of compensation, costs and expenses.
- 7.2.7. any compensation costs and expenses if you are legally responsible only because of a contract you have entered into.
- 7.2.8. any compensation, costs and expenses resulting from an incident that takes place as a result of **your** profession, occupation or any business.
- 7.2.9. any costs or expenses for defending **you** which **we** have not agreed beforehand.
- 7.2.10. any compensation costs and expenses arising from an incident if **you** have

Page 18

not followed advice or information given to **you** by previous owners, vets or re-homing organisations about the behaviour of **your pet**.

- 7.2.11. any compensation costs and expenses if you are deemed responsible under laws outside the United Kingdom.
- 7.2.12. any compensation, costs or expenses due to a deliberate act by **you**, a member of **your** family or anyone living with **you**.
- 7.2.13. any compensation costs and expenses if you are responsible for air, water or soil pollution, unless it can be proved that the pollution took place immediately after and as a result of an accident involving your pet.
- 7.2.14. costs resulting from any incident specified as excluded on **your schedule** or generally not covered within these terms and conditions.
- 7.2.15. claims which would be covered by any other insurance that **you** or the person looking after **your pet** have.
- 7.2.16. any loss as a result of disease transmitted from animals to humans.
- 7.2.17. punitive or exemplary damages.
- 7.2.18. Any compensation, costs or expenses arising from an incident where the animal was seized by a dog warden or placed under control of a government authority

# 7.3 Conditions under this section

- 7.3.1 No admission, offer, promise, payment or indemnity shall be made by or on behalf of **you** without **our** prior written consent.
- 7.3.2 You agree to provide us any information connected with the claim that we ask for, including details of your pet's history.
- 7.3.3 You agree to help us find out details of the incident that results in a claim or provide us with written statements and go to court if needed.
- 7.3.4. You or your legal representatives will give us written notice immediately if you have received notice of any prosecution or inquest in connection with any

circumstances which may give rise to liability under this section.

- 7.3.5. Every claim notice, letter, writ or process or other document served on **you** shall be forwarded to **us** immediately upon receipt.
- 7.3.6. We shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages against all other parties or persons.
- 7.3.7. We may at any time pay you in connection with any claim or series of claims the maximum benefit as shown on your schedule (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made we shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### How to claim for Section 07 -Third party liability (Applicable to dogs only)

Please read these conditions in conjunction with Section 1 - How to Claim.

- 1. You must inform us immediately of any accident or injury that your pet causes.
- 2. Contact **us** and wait for written instructions from **us**. **We** will send **you** a third party liability claim form.
- 3. Please complete it as fully as possible including details of any household contents insurance that **you** may have. This will assist **us** in processing **your** claim.
- You must immediately forward original copies of written summons or any other legal document you receive and you must never send any replies to any of these documents.

## General Conditions Section 08

## Policy literature

Please contact **us** should **you** require any of **our** literature to be made available in a different format.

Your policy contains a number of conditions. Some of these explain obligations between you and us whilst others impose duties upon you. If you do not comply with these requirements we may reject a claim; reduce your claim settlement or cancel this insurance.

You must check your schedule carefully when you receive it to ensure all your details are correct and contact us immediately if you find any errors. You must also tell us immediately of any changes to the information you provided to us when you took out your pet insurance policy with us.

The terms of **your policy** and premium are based on the information **you** have provided, if there are changes to this information **you** should tell **us** as soon as possible by the calling the Customer Service department on 0345 602 4797. Any changes will be reviewed by **us** and if accepted may result in revised **policy** terms and/or a change in the premium.

# The law applying to this contract

This **policy** will be governed by English law and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it.

The terms and conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

## Fraud

If **you** or **your** family or anyone acting on behalf of **you** or **your** family are found to have intentionally acted dishonestly or exaggerated any information or claims or provided false documentation in order to obtain or support:

- 1. a claims payment under your policy; or
- 2. cover for which you do not qualify; or
- 3. cover at reduced premium,

all benefits under this **policy** will be lost. The **policy** will be invalid and cancelled and **you** will not be entitled to a refund of premium and legal action may be taken against **you**.

## Taking care of your pet

- Take proper care of your pet. This includes taking it for regular vaccinations as recommended by your vet (distemper, infectious canine hepatitis, leptospirosis and canine parvovirus for dogs and feline infectious enteritis, feline influenza and feline leukaemia for cats) which you must pay for. Homeopathic vaccines are not acceptable.
- You must arrange for a vet to examine and treat your pet as soon as possible after it has shown early signs of an injury or illness.

## Premiums

- Your pet is only covered under this policy if you pay your premiums in full and on time. The policy is an annual contract of insurance where premiums may be paid monthly.
- If you pay the annual premium in instalments and you miss an instalment, we will write to you requesting any outstanding payments be brought up to date within 14 days. We will also notify you that if payment is not received within 14 days, your policy will be cancelled with immediate effect.
- 3. If the monthly payment option is chosen, claims will be paid on the condition that the remaining monthly premiums for that **period of insurance** will still be collected.

#### 4. Collection details

With policies paid by direct debit, the first premium will be charged approximately 8 working days after receipt of **your** direct debit mandate unless specified otherwise. With both monthly credit cards and direct debit payers, the first two premiums may be charged within the second month.

#### 5. Direct debit guarantee

This guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own bank or building society. If the amount to be paid or the payment date change, Pet Protect Limited will notify you 14 days in advance of your account being debited or as otherwise agreed. If an error is made by Pet Protect Limited or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a direct debit at any time by writing to your bank or building society but please also send a copy of your letter to us.

## Policy renewal

1. On expiry, **your policy** will be automatically renewed unless you have informed us that you do not wish us to do this. For automatically renewed policies and all policies which are paid by monthly instalments we will retain your payment details in order to continue to deduct premiums when your policy is renewed. We will write to you within reasonable time before your policy expires to remind you that the policy will be automatically renewed and to inform you of any changes to the content of your policy with full details of your next year's premium, excess and your contribution.

### General terms

- Any communication between you and us will be sent to the address given to us at the start of your policy. It is your responsibility to inform us of any change of address.
- Purchasing this policy does not affect your statutory rights.
- We may record your telephone calls with our representatives to monitor and improve the quality of the service we provide.
- 4. Our liability to make any payment under this policy shall be conditional upon your observance of all terms, provisions, conditions and endorsements of this policy. Where you do not comply with any obligation to act in a certain way specified in this policy, this may prejudice your position to recover under any claim. It is a fundamental condition that you shall at all times comply with all terms and conditions of this policy that require you to act or not act in a particular way as specified. Failure to comply will result in you forfeiting your right to the policy cover.

# Sanction Limitation and Exclusion Clause

We will not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country to which we are obliged to adhere to.

## Privacy and Data Protection

 The information we hold about you will be held in accordance with the Data Protection Act and any other data protection regulations applicable. We will use the information from your policy for the purpose of providing you with insurance services and additional products and services in relation to the insurance being provided. We accept fully our responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to us.

The information provided by or on behalf of **you** when the policy was taken out, together with other information, will be used by Pet Protect Limited and **us** and **our** subsidiaries. This information will be used for administration of **your** policy and customer service. **We** may disclose **your** information to **our** service providers and agents for these purposes.

It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies. **You** have provided information in connection with the purchase and performance of this insurance policy and **you** have consented to the processing of the personal data, including sensitive personal data. Unless **you** have informed **us** otherwise, **we** may contact **you** by mail or telephone to let **you** know about any goods, services or promotions that may be of interest to **you** and/or share **your** information with organisations that are **our** trusted business partners.

If you ask us, we will tell you what information we hold about you and provide it in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

Your communication with us may be monitored and/or recorded either directly by us or by reputable organisations selected by us, to ensure consistent servicing levels and account operation. We will keep information about you only for so long as it is appropriate and in compliance with the provisions of the Data Protection regulations.

If your vet sends us your claim electronically, settlement to you by BACS is only available if you provide your account details to your vet for onward transmission to us.

- Where personal information is provided about another person, you are required to inform that person of our identity, and why their personal information will be processed and disclosed. You are also required to obtain their consent to the processing of their personal information in this way.
- 3. Personal information is used:
  - a) to administer the policy, including underwriting, renewal information, validation of claims history and claims handling;
  - b) for research, analysis, statistic creation, and customer profiling;
  - c) to contact you by post, telephone, fax or e-mail about our other products and services on offer and other

selected partners unless **you** have previously asked **us** not to use the relevant personal information for such purposes. If **you** do not wish for the information to be used for these purposes **you** must notify **us** in writing at the address below.

- 4. Personal information may be disclosed to:
  - a) other members of the Newline Insurance Company Ltd;
  - b) other insurance entities interested in the risk written under this policy;
  - agents and service providers appointed by us to carry out activities in connection with the policy;
  - d) credit reference and fraud databases;
  - e) law enforcement and other statutory bodies;
  - f) potential purchasers of the whole or part of **our** business.
- 5. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.
- From time to time, we may transfer your information to our subsidiaries in countries outside the European Economic Area. We will ensure that such transfers comply with the data protection law and the personal information is kept securely and protected from unauthorised access.
- 7. We maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.
- We may monitor and record all communications with you for compliance and training purposes.

 Should you wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, you should write to the Data Protection Officer at:

Pet Protect Limited Furness House, 53 Brighton Road, Redhill, Surrey RH1 6RD dataprotectionofficer@petprotect.co.uk



#### Pet Protect Ltd

Furness House 53 Brighton Road Redhill Surrey RH1 6RD United Kingdom

T 0345 602 4797 www.petprotect.co.uk



Pet Protect is underwritten by: Newline Insurance Company Ltd Corn Exchange 55 Mark Lane London EC3R 7NE

Pet Protect Ltd insurance is underwritten by Newline Insurance Company Ltd who is registered in England and Wales under company registration number 04409827 and whose registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE. Newline Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).