



INSURANCE POLICY TERMS & CONDITIONS





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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** for further information.

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

PetPals Direct Policies:

0345 609 0191

Email:

enquiries@petpalsdirect.co.uk

Fax:

0370 243 0097

Postal Address:

Pet Protect Limited, Betchworth House, 57-65 Station Road, Redhill, Surrey, RH1 1DL.

Your insurers and our regulator

Petpals Direct is a trading name used by Pet Protect Limited. Pet Protect Limited is registered in England and Wales with registered number 1774371. Registered office: Betchworth House, 57-65 Station Road, Redhill, Surrey, RH1 1DL. 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

1. This **policy** will not cover any **pre-existing conditions**.
2. **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:
 - a. Pit Bulls, American Pit Bull Terriers, Dogo Argentinos, Japanese Tosas, Chinese Shar-Pei, Akita, Dogue de Bordeaux, Fila Brasileiro;
 - 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 (Northern 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

The 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, 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

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



1

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

1. **We** will not authorise or guarantee any claims over the telephone but **we** can offer:
 - a. general advice
 - b. 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.petpalsdirect.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.
3. 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.
5. **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

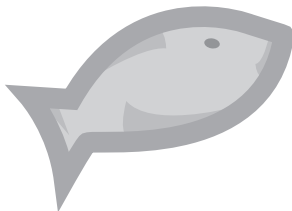
1. Where, in the **policy**, **we** refer to the term 'reasonable and customary,' **we** will seek guidance from other veterinary practices in **your** area or an **independent loss adjuster**, to assist with the determination of what constitutes reasonable and customary fees and procedures.
2. In the 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.
3. 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:
 - a. in legal action;
 - b. to enforce judgement or order that benefits **us**; and
 - c. 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.
5. If there is any 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 the applicable **policy** number.
6. 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;
2. 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

2

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 for policies cancelled during the cooling off period.

Your cancellation rights

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 premium payment. **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;
- 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.

Complaints Procedure

3

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
Betchworth House
57-65 Station Road
Redhill, Surrey
RH1 1DL
Telephone: 0345 609 0191
Email: Complaints@petpalsdirect.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 (FOS)
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)300 123 9 123
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

4

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:

1. 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.
3. 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.
5. **working dogs**. This includes **your pet** acquiring an **injury** or **illness** in the course of being used or trained for commercial use, guarding, security, farming, hunting, racing, volunteering etc. This exclusion 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**.
8. 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.
9. 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;
- b. 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.
14. **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 **your 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.
16. 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**.
18. any dog which is under 8 weeks or is 10 years or over when **you** take out the **policy**.
19. any dog which is under 6 weeks or is 10 years or over when **you** take out the **policy**.



Veterinary Fees

5

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 - PetPals ConditionCare

For PetPals 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 – PetPals TimeCare

For PetPals 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
Less: Your contribution (10% of £910)	<u>£ 91</u>
Maximum amount payable	£ 819

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 5 - 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**.
3. 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.
4. 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

6

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

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 6 - Euthanasia

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

1. Visit www.petpalsdirect.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.
3. 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)

7

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 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 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.
- 7.3.4. **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 7- 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.
4. **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.

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.

General Conditions

8

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 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

1. 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.
2. **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

1. **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.
2. 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**.
2. **Your** premium may increase as **your pet** ages and may also increase or decrease if **you** move house and according to **your** claims history.

General terms

1. 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.
2. Purchasing this **policy** does not affect **your** statutory rights.
3. **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

1. 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.

2. 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;
 - c) 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.
- 6. 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.
- 8. **We** may monitor and record all communications with **you** for compliance and training purposes.
- 9. 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 Betchworth House, 57-65 Station Road, Redhill, Surrey, RH1 1DL
dataprotectionofficer@petprotect.co.uk



PetPals Direct Policies:

Pet Protect Limited
Betchworth House
57-65 Station Road
Redhill, Surrey
RH1 1DL.

Telephone:

0345 609 0191

Email:

enquiries@petpalsdirect.co.uk

Fax:

0370 243 0097



**Pet Protect is underwritten by:
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Corn Exchange
55 Mark Lane
London
EC3R 7NE**

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