

AGEAS PET INSURANCE

POLICY DOCUMENT – FOR POLICIES PREFIXED WITH GRU/IFL/GRZ

Policy Booklet Number	KFIS/IFL/WSB
Policy Booklet Effective Date	July 2023
	DIAMOND COVER
	Pet Insurance Policy Wording

This document explains exactly what cover is provided and contains the terms and conditions of **Your** policy. This document, together with **Your** application for cover and **Schedule**, forms the policy and should be read as one document. The **Schedule** contains information about **You**, **Your Pet**, the period of cover and the premium. Words that appear in italics have a special meaning, which are defined under the definitions section of this document.

As long as **You** keep to the conditions of this policy, **We** agree to provide **You** with the cover. In the event of payment default **You** have 7 days from the date of default to contact **Us** to arrange payment. If payment is not received, **Your** policy will be cancelled from the default date and **You** will not be entitled to any of the benefits provided by **Your** policy after this date. If a claim has been made, the remaining premium for the policy year will become due. Please refer to Section 15 'Cancellation Rights'.

This policy provides cover for the cost of **Veterinary Fees** if **Your Pet** suffers from a sudden and unexpected **Injury** or **Illness** together with other benefits, depending on the level of cover **You** have selected. **You** are entitled to use the services of any registered veterinary practitioner in the UK, Channel Islands and the Isle of Man. **Veterinary Fees** are defined in Sections 1 & 2 of this document and may be subject to stated limits, **Excesses** and applicable **Waiting Periods**.

Consumer Insurance (Disclosure and Representations) Act 2012

When taking out **your policy**, **you** must take all care in answering all questions asked honestly and to the best of **your** knowledge. This includes anything asked within **your** application for insurance as well as any information relating to **your pet's** medical history.

Your failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **Your** policy being cancelled or **Your** claim being rejected or not fully paid. If **You** are in any doubt about **Your** duty to take reasonable care not to make a misrepresentation please contact **Our** Customer Services Department on 0345 165 0928.

This policy is a fixed-term contract of insurance not a continuous permanent health policy. It provides cover for **Your Pet** while **You**, or anyone acting with **Your** permission, is looking after it. **We** will only provide cover once **We** have accepted a completed application and issued a **Schedule**.

It is up to **You** to ensure that the cover **You** have selected is appropriate for **Your** needs. **We** cannot advise **You** on whether this policy meets **Your** personal objectives, financial situation or needs. If **You** have any questions regarding this policy or **You** would like to make changes or additions to this cover, please contact **Us** on 0345 165 0928.

You must notify **Us** as soon as possible of any changes which may affect the cover provided and which have occurred since the cover started. If **You** do not inform **Us** of any changes, this policy may become invalid and may be unlikely to provide the cover **You** require.

This policy does not cover every circumstance or expense and **We** have some exclusions that help keep premiums affordable. A list of the exclusions applicable to each section are included after each section, and details of general exclusions, which apply to all sections of cover can be found in Section 13 of this document.

In return for payment of the correct premium, **We** will provide insurance for the **Pet** named on the **Schedule** for the **Benefit Limits** noted on the **Schedule** and Table of Benefits (page 3) as per the policy terms and conditions as set out in this document.

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SECTION 1 – TABLE OF BENEFITS & WHAT WORDS MEAN

Cover Levels	Diamond
Veterinary Fees	£7,000
Maximum Condition Limit	Unlimited
Annual Policy Limit	Unlimited
Excess	£60
Co-payment	15% for pets aged 8 years and over
Cruciate ligament treatment	£7,000
CT & MRI Scans and associated costs	£1,750
Complementary Medicine	£500
Special Diet	£100
Dentistry	£1,000 as a result of an accident only
Third Party Legal Liability (dogs only)	£1,500,000
Third Party Legal Liability Excess	£250
Death of Pet (only available for pets up to 8 years of age)	£1,000
Emergency Boarding Kennel/Cattery Fees	£750
Holiday Cancellation	£1,000
Loss by Theft or Straying	£1,000
Advertising and Reward	£500
Accidental Damage	£250
Overseas Travel	£2,000 / 30 days / 2 trips
Quarantine Costs	£500
Loss of Animal Health Certificate	£250

When interpreting this policy:

- References to the singular include the plural and vice versa, and to the masculine include the feminine and vice versa.
- Monetary references are to UK pounds sterling.
- Certain words and expressions used in this policy have a specific meaning.

All defined terms appear in **bold** throughout this document

The following words will have the meanings described below wherever they appear in this document.

Accident means a single, unexpected event causing **Injury** to **Your Pet**.

Anniversary Date means the anniversary of the **Commencement Date** of your Policy.

Application Form means **Your** application for this Pet Insurance containing the facts disclosed to **Us**.

Aggregate Limit means the maximum amount of claims that **We** will pay for all losses during a specific period of time, no matter how many separate claims may occur, be that the **Policy Period** or for the duration of time Your Pet is insured under this Policy or a subsequent Policy Period of this policy or per **Condition**, and is dependent on the cover **You** have selected.

Associated Costs means general anaesthetic/sedation, drugs administered for a **Treatment**, one day's hospitalisation fee and interpretations fees.

Benefit Limits means the total amount payable per claim or per **Condition** per each section of coverage. The maximum **Benefit Limit** that **We** will pay for a single **Condition, illness** or **injury** suffered by **Your Pet** is the maximum **Benefit Limit** that was current in the **Policy Period** when the **Condition** first manifested, as stated in **Your** policy **Schedule** and Table of Benefits. If **You** stop making premium payments to **Us** then cover for any ongoing **Conditions** will cease. **Benefit Limits** are reduced in accordance with applicable deductions and not renewed on a monthly basis.

Bilateral Condition means any **Condition** affecting body parts of which **Your Pet** has two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments). When applying a **Benefit Limit** or exclusion, **Bilateral Conditions** are considered as one **Condition** if there is evidence that **Your Pet** has had symptoms of the **Condition** in the last 24 months and/or **Your Vet** records indicate that the **Conditions** are related.

Clinical Signs means changes in **Your Pet's** normal healthy state, its bodily functions or behaviour.

Complementary Medicine means physiotherapy, hydrotherapy, acupuncture, osteopathy, chiropractic, homeopathic or herbal medicines or laser **Treatment** administered by a suitably qualified practitioner following a recommendation from a qualified **Vet**. Laser **Treatment** must be to treat a **Condition** and the **Treatment** must be carried out by a qualified Veterinary Surgeon. The following practitioners are considered to be suitably qualified and members of the following listed associations: Association of Chartered Physiotherapists in Animal Therapy/National Association of Veterinary Physiotherapists, The International Association of Animal Therapists, Canine Hydrotherapy Association, The Society of Osteopaths in Animal Practice (SOAP), International Veterinary Acupuncture Society (IVAS), Association of British Veterinary Acupuncturists (ABVA) and the British Veterinary Rehabilitation and Sports Medicine Association (BVRMSA).

Commencement Date means the date and time when the **Policy Period** first starts as noted in the **Schedule**.

Co-payment means the percentage amount **you** are required to pay, as shown in **Your Schedule** and Table of Benefits, towards the costs of the **Veterinary Fees** in addition to the **Excess**. This amount will be deducted from the claim settlement.

Condition means any **Injury** sustained during, or caused by, a single **Accident** or any manifestation of an **Illness** having the same diagnostic classification or caused by the same disease process regardless of the number of incidents or areas of **Your Pet's** body affected.

Continuation Claim means any claim for ongoing **Treatment** for a **Condition** which has already been claimed for under this policy and which can be linked back to the original claim. If two or more claims are initially assessed as separate **Conditions** then later recognised as a continuation/recurring/or **Bilateral Condition** and/or claim, **We** will combine each related claim and consider as one **Condition**. The total amounts paid for each related claim shall then be deducted from the **Benefit Limit** applicable. Should this result in the **Benefit Limit** being used up, no further claims for that **Condition** will be paid and any overpayment will be requested back and/or deducted from any future claims.

Dentistry means **Treatment** to the teeth and gums of **Your Pet** which is as a direct result of an **Accident** or **Injury** to **Your Pet**.

End Date means the date on which this policy ends, which will be the earliest of the following:

- the date **Your Pet** dies; or
- the expiry of the current **Policy Period**:
 - if **You** fail to renew this policy; and/or
 - **We** choose not to renew this policy for whatever reason; or
- the date **You** fail to pay the premium; or
- the date **You** cancel this policy; or
- the date **We** cancel this policy for whatever reason.

Excess means the first amount of a claim as shown in the **Schedule** and Table of Benefits that is payable by **You** for each **Illness** or accidental **Injury** resulting in a claimable **Condition** or as stipulated in the **Schedule** and Table of Benefits in respect of Third Party Legal Liability.

Holiday means a vacation or pleasure trip including at least one overnight stay made by **You** outside the **United Kingdom**, which commences and ends in the **United Kingdom**. Please note that for Section 7, the definition of **Holiday** is expanded to include **Your Pet** accompanying **You** on **Holiday**, however cover is restricted to travelling with **Your Pet** in EU member states or countries only.

Illness means changes in **your pet's** state of health that are not caused by an **accident**.

Immediate Family means **Your** parent, brother, sister, son, daughter, spouse, life partner or civil partner.

Injury means clinical signs or symptoms of changes in normal healthy state caused by an **accident**, including multiple injuries caused by one **accident**.

Period of Insurance means a calendar month for which **You** have paid **Us** the agreed premium

Pet means a dog or cat covered under this policy as named and described in **Your Schedule**.

Policy Documents means **Your** policy wording, statement of fact, insurance product information document and **Schedule** which contain important information about **You**, **Your Pet** and **Your** policy. All of these documents should be read as one.

Policy Period means a period of 12 calendar months, effective from the **Commencement Date** or the **Anniversary Date** of **Your** policy.

Pre-existing Condition means:

- Any **Condition** diagnosed or undiagnosed showing signs, symptoms, manifesting or existing in any form prior to the **Commencement Date**; or
- Any **Illness** diagnosed or undiagnosed showing signs, symptoms, manifesting or existing in any form during the **Waiting Period**.

Schedule means the document which shows important information about **You** and **Your** policy which forms part of the **Policy Documents**.

Treatment means any consultation, examination, advice, tests, x-rays, slides, ultrasound and MRI, medication, surgery or nursing care that has taken place and been provided by a veterinary practice or qualified practitioner recommended by a **Vet**.

United Kingdom means England, Scotland, Wales, Northern Ireland and the Isle of Man.

Unlicensed Medication means any medication that is not licensed by the Veterinary Medicines Directorate for the **Treatment** of a particular **Condition**.

Unlicensed Treatment means any **Treatment** that is not licensed by the Royal College of Veterinary Surgeons or any **Treatment** that is being trialled.

Vet means a member of the Royal College of Veterinary Surgeons actively working as a veterinary surgeon in the **UK** or veterinary surgeon registered and actively working outside the **UK**.

Veterinary Fees means customary, necessary and essential fees typically charged by a **Vet** in the provision of **Treatment**.

Waiting Period means a period of 14 days for **Illness** and 24 hours for **Accidents** starting from the **Commencement Date** of the initial **Policy Period** during which any **Illness** or **Accident** that occurs or shows **Clinical Signs** or symptoms will be excluded from cover unless otherwise agreed by **Us**.

We, Our, Us means Ageas Retail Limited.

Your Vet means the **Vet** or veterinary practice **You** employ to carry out **Your Pet's Treatment**.

You, Your means the person named as the policyholder on the **Schedule**.

SECTION 2 – VETERINARY FEES- (TREATMENT TO YOUR PET)

2.1 Cover

We will pay the claim amount for normal and customary **Veterinary Fees** up to the total **Benefit Limit** as shown in **Your Schedule** and Table of Benefits for **Treatment**. The policy **Benefit Limit** will cover claimable **Conditions** per **Policy Period**. All claims are deducted from the same **Benefit Limit** in any **Policy Period**. This is then topped back up to the **Benefit Limit** at each renewal as shown in the Table of Cover provided within **Your** policy **Schedule** and Table of Benefits, providing **Your** premiums are paid up to date. If **You** stop making premium payments to **Us** then cover for any ongoing **Conditions** will cease.

All **Injury** or **Illness** claims are deducted from the **Benefit Limit** in any **Policy Period** subject to an annual **Aggregate Limit** as shown in **Your** policy **Schedule** and Table of Benefits.

For the avoidance of doubt, please note that the **Benefit Limit** for **Complementary Medicine**, special diet, Cruciate ligament damage, CT/MRI Scans and **Associated Costs** and **Dentistry** is not a separate limit and is therefore included within the maximum **Benefit Limit** as shown in **Your Schedule** and Table of Benefits.

Downgrade cover – If **You** transfer **Your Pet** to a plan with lower **Benefit Limits**, the higher **Benefit Limits** will no longer apply to any claims **You** are currently making.

The following example explains how to calculate the **co-payment** amount **you** would pay using a valid **veterinary fee** claim of £400:

Amount Claimed	£400
Less Excess £60	£340
Less Co-payment 15% = £51	£289
Total paid by You	£111
Total paid by Us	£289

2.2 Level of Veterinary Fees allowed

Every claim will be reviewed by an internal pet claims assessor and compared to charges for the same or similar **Treatment** within the same area to ensure that the **Treatment** and **Veterinary Fees** are necessary, essential and not excessive.

We have the right to deduct any costs in excess of a 100% mark up on the manufacturer's or wholesaler's price of veterinary medicines based on **our** catalogue of prices. This will include any dispensing fees.

2.3 Cruciate Ligament Damage and CT/MRI Scans and Associated Costs

We will pay up to the **Benefit Limit** as shown in **Your Schedule** and Table of Benefits for cruciate ligament damage. This is not a separate benefit but is limited under **Veterinary Fees**. **We** will pay up to the **Benefit Limit** as shown in **Your Schedule** and Table of Benefits for CT and MRI Scans and **Associated Costs**. If **Your** limit for cruciate ligament is reached and **Your Pet** needs a CT/MRI Scan relating to the cruciate this will not be covered.

2.4 Special Diet

We will contribute to the cost of **Your Pet's** prescription food, up to a maximum of £100 per **Policy Period (Benefit Limit)**, as long as it is prescribed by **Your Vet** and can only be bought from a veterinary surgery or online pharmacy and it is to dissolve bladder stones or crystals in urine and for no other purpose. **We** will not be liable for any other dietary costs under this policy. The maximum **Benefit Limit** that **We** will pay for special diet is the **Benefit Limit** shown in **Your Schedule** and Table of Benefits for up to 60 days per **Policy Period**. Please note any special diet payment for bladder stones or crystals in urine will cease once these are dissolved, **We** will not continue to pay as a preventative measure to stop the stones re-occurring.

2.5 Dentistry

We will pay up to the **Benefit Limit** as shown in **Your Schedule** and Table of Benefits for **Dentistry Treatment** as a direct result of an **Accident** and/or **Injury** to **Your Pet**. This is not a separate benefit but is limited under **Veterinary Fees**. **We** will not cover any **Illness** related **Dentistry** or **Illness** resulting from **Dentistry Treatment**.

2.6 Exclusions

The following are excluded from cover:

- 2.6.1 Costs caused by an **Accident, Injury** or **Illness** that first showed **Clinical Signs** before the **Commencement Date**;
- 2.6.2 Costs caused by an **Illness** that first showed **Clinical Signs** during the **Waiting Period**;

2.6.3 Costs caused by an **Accident, Injury** or **Illness** that:

2.6.3.1 is the same as or has the same diagnosis or **Clinical Signs** as an **Accident, Injury** or **Illness Your Pet** had before the **Commencement Date**;

2.6.3.2 Is caused by, relates to or results from an **Accident, Injury, Illness** or **Clinical Signs Your Pet** had before the **Commencement Date**.
Please note if Your Pet first showed any Clinical Signs; or was diagnosed with an Accident, Injury or Illness prior to the Commencement Date, We will apply an exclusion to Your policy in respect of this Condition.

2.6.4 Costs caused by or related to any excluded **Condition** as shown in the **Schedule**;

2.6.5 Costs for cosmetic **Treatment**, elective **Treatment**, routine **Treatment** or preventative **Treatment** recommended by a **Vet** to prevent an **Injury** or **Illness**. This is not limited to but includes vaccination, spaying, castration, Cryptorchidism (retained testes), grooming, nail clipping, whelping, kitting, bathing, de-matting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the **Schedule**;

2.6.6 Any costs for the **Treatment** of false pregnancy if **Your Pet** has already received **Treatment** for two or more occurrences of false pregnancy;

2.6.7 Costs for any **Treatment** relating to or caused by breeding **Your Pet** and any issues that may occur as a result of these procedures;

2.6.8 Costs in excess of the specified **Benefit Limit** as shown in **Your Schedule** and Table of Benefits relating to any **Treatment** for cruciate ligament damage;

2.6.9 Any dental or gum **Treatment** will be excluded, unless required as a direct result of an **Accident** or **Injury** to **Your Pet** and limited to the **Benefit Limit**. Please note any routine, preventative or cosmetic dental or gum **Treatment**; or scaling and polishing teeth will not be covered;

2.6.10 Any **Illness** caused by **Dentistry Treatment**;

2.6.11 Any **Treatment** received by **Your Pet** after the **End Date**;

2.6.12 The cost of any **Treatment** for behavioural problems or for any **Conditions** arising as a result of the same;

2.6.13 Any costs for house calls/out-of-hours calls/non essential hospitalisation and ambulance costs (where covered) unless a **Vet** confirms that **Your Pet** was suffering from a life-endangering **Condition** or **Your Vet** can confirm in writing that it was essential and not to have done so

would have seriously worsened **Your Pet's Condition**. If the out of hours visit was not essential **We** will cover the normal consultation fees only. Please note **We** will not pay ambulance fees from **Your** normal veterinary clinic to a transferred night veterinary clinic or referral clinic;

2.6.14 Costs of **Your Pet** being euthanised (put to sleep) except when it is to stop suffering and **Your Vet** has recommended it; always excluding the costs of **Your Pet** being euthanised for financial reasons, because of behavioural problems; or in the event that this was caused by a **pre-existing condition** or **condition** not covered by the insurance;

2.6.15 Costs of cremation and disposal, including post mortem costs, coffins or caskets;

2.6.16 Costs which are not supported by an original receipt or invoice itemising the **Treatment** costs you had to pay;

2.6.17 Costs you had to pay as a result of **your** failure to carry out **Treatment** or recommendations to adjust **your Pets** weight in accordance with **your Vets** advice.

2.6.18 The cost of any diet food, even if prescribed, other than those detailed in section 2.4;

2.6.19 Any costs associated with routine or investigative laboratory tests or procedures unless the **Clinical Signs/symptoms** exist and the tests and procedures are to diagnose a specific **Condition**;

2.6.20 Extra fees on external laboratory fees. **We** will only pay the external fee plus up to £20 for post, packaging and interpretation;

2.6.21 Any cost of pheromone products, including DAP diffusers and Feliway and/or similar feline facial pheromone products used in either a spray or an electric diffuser format and any general health enhancers;

2.6.22 **Continuation Claims** unless **You** have paid the required premiums to keep **Your** policy in force;

2.6.23 Claim settlements where **You** have failed to pay the relevant premium due to **Us** or **You** cancel **Your** policy. In these circumstances any eligible claim payment will be deducted from any outstanding premium due;

2.6.24 The **Excess** and **co-payment** applicable to this section of cover;

2.6.25 Any costs for hiring or buying a cage, basket or bedding needed for the **Treatment** or general well being of **Your Pet** and any general health enhancers;

2.6.26 Any **Unlicensed Treatment** or any issues arising from this;

- 2.6.27 Any **Unlicensed Medication** unless proved that all other licensed medication has been given with no effect and that the **Unlicensed Medication** has been (a) recommended by **Your Vet** and (b) proven to have a beneficial effect for that **Condition. We** will not pay for any issues arising from this **Treatment**;
- 2.6.28 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.
- 2.6.29 Costs over the **Benefit Limit** shown in the **Schedule** and Table of Benefits in any **Policy Period**.
- Please note for Pets aged 8 years and over; a 15% co-payment will apply to each claim payment for Veterinary Fees (including Complementary Medicine, special diet, cruciate ligament damage, CT/MRI Scans and Associated Costs and Dentistry) which is in addition to the deduction of the applicable standard Excess and will also apply to all Continuation Claims.**

SECTION 3 – DEATH OF PET FROM ACCIDENT OR ILLNESS

3.1 Cover

- If **Your Pet** dies or is euthanised for humane reasons because of **Injury** or **Illness** during the **Policy Period We** will pay a contribution of;
- a) Where proof of purchase is available; up to the price paid or the amount shown in the **Schedule** (whichever is the lesser) subject to the deduction shown in the table below according to the **Pet's** age at the date the **Pet** dies or is euthanised, or,
 - b) Where proof of purchase is not available; up to £75 for a cat and up to £150 for a dog (fixed amount) subject to the deduction shown in the table below according to the **Pet's** age at the date the **Pet** dies or is euthanised.

Age of Pet at the date the Pet dies, is euthanised, stolen or strays.	Deduction from price paid, fixed amount or amount shown in the Schedule .
Up to 1 year old	Amount minus 0%
Over 1 year and up to 2 years old	Amount minus 10%
Over 2 years and up to 3 years old	Amount minus 20%
Over 3 years and up to 4 years old	Amount minus 30%
Over 4 years and up to 5 years old	Amount minus 45%
Over 5 years and up to 6 years old	Amount minus 60%
Over 6 years and up to 7 years old	Amount minus 75%
Over 7 years and up to 8 years old	Amount minus 90%
Over 8 years old	Amount minus 100%

3.1.1 Age of **Pet** will be determined by the date of birth as shown on **Your** policy **Schedule**;

3.1.2 **You** must advise **Us** within 30 days of the death of **Your Pet**.

3.2 Exclusions

The following are excluded from cover:

3.2.1 Euthanasia due to any act of any legal or legislative authority for any reason whatsoever, including any order made in respect of a 'notifiable' disease;

3.2.2 Euthanasia due to behavioural problems or for financial reasons; or as a result of a **pre-existing condition** or **condition** not covered by the insurance.

3.2.3 Death during or after a surgical operation or a general anaesthetic unless a qualified **Vet** certifies that it was necessary because of **Injury** or **Illness**;

3.2.4 Death of **Your Pet** if aged 8 years and over at the time of death;

3.2.5 Any death caused by breeding, pregnancy or giving birth;

- 3.2.6 Any claim if the death has been a result of preventative, routine or elective **Treatment/** procedure. See **Veterinary Fees**;
- 3.2.7 Any death caused by an **Illness/Clinical Signs** first noticed before the **Commencement Date** or within the first 14 days of the policy **Commencement Date (Waiting Period)**.

3.3 Specific Conditions Applicable to Sections 2 and 3

- 3.3.1 If **Your Pet** dies, at **Your** own expense please arrange for **Your Vet** to certify **Your Pet's** death.
- 3.3.2 In order to determine the price paid for **Your Pet**, **You** must provide, at **Your** expense, proof of purchase. If proof of purchase is not provided, **We** will pay up to £75 for a cat and £150 for a dog subject to the deductions in the table above as detailed in 3.1 b).

SECTION 4 – EMERGENCY BOARDING KENNEL/CATTERY FEES INCLUDING DAILY MINDING FROM HOME

4.1 Cover

We will pay, up to the **Benefit Limit** as shown in the **Schedule** and Table of Benefits in any one **Policy Period**, for the cost of boarding **Your Pet** for the duration that **You** are registered as an in-patient of a hospital provided that:

- 4.1.1 **You** have any bodily **Injury**, sickness or disease and **You** are in hospital for longer than 4 consecutive days during the **Policy Period**; and
- 4.1.2 There is no other responsible person who can care for **Your Pet**. **You** must board **Your Pet** at a licensed kennel or cattery or place it in the care of a professional home carer.

The maximum **Benefit Limit** that **We** will pay for Emergency Kennel/Cattery Fees is the **Benefit Limit** shown in **Your Schedule** and Table of Benefits.

4.2 Exclusions

The following are excluded from cover:

4.2.1 Any claims by **You** for:

- 4.2.1.1 Any hospitalisation that could reasonably have been expected or foreseen when **You** took out or renewed this policy and any potentially recurring medical condition **You** or **Your** partner already have;
- 4.2.1.2 Any costs caused by **You** or **Your** partner being pregnant, giving birth or receiving any **Treatment** that is not as a result of an injury or illness to **You**.
- 4.2.1.3 Any hospitalisation that occurs within the first 14 days of the commencement of insurance.

4.2.2 Any claim by **You** for:

- 4.2.2.1 Costs as a result of any hospital stay that was not on the advice of a doctor, specialist or consultant;
- 4.2.2.2 Costs as a result of nursing-home care or convalescence care that **You** do not receive in hospital;
- 4.2.2.3 Costs as a result of **You** being hospitalised due to alcoholism, drug abuse, attempted suicide or self inflicted injuries;
- 4.2.2.4 Any amount if the boarding kennels/cattery/**Pet** minding business are not licensed.

4.2.3 Any claim if:

- 4.2.3.1 **We** do not receive original receipts from the boarding kennel or cattery identifying the name of **Your Pet**, the owner's name and address, the date **Your Pet** was cared for by the kennel or cattery and the amounts charged for each day;
- 4.2.3.2 **We** do not receive a medical certificate from the hospital **You** attended showing **Your** name, address and the dates of the hospital confinement.

SECTION 5 – LOSS BY THEFT OR STRAYING (IF YOUR PET IS LOST OR STOLEN)

5.1 Cover

If **Your Pet** strays or is stolen from the address shown in **Your Schedule** **We** will pay a contribution:

- a) Where proof of purchase is available; up to the price paid or the amount shown in the **Schedule** (whichever is the lesser) subject to the deduction shown in the table in Section 3 above according to the **Pet's** age at the date the **Pet** is stolen or strays, or,
- b) Where proof of purchase is not available; up to £75 for a cat and up to £150 for a dog (fixed amount) subject to the deduction shown in the table in Section 3 above according to the **Pet's** age at the date the **Pet** is stolen or strays.
- c) **We** will also pay up to the **Benefit Limit** as noted in the **Schedule** and Table of Benefits to cover the cost for advertising and reward which leads to getting **Your Pet** back provided **You** have **Our** agreement. Please note included in the **Benefit Limit** for advertising and reward **We** will only pay up to £50 toward sundries to make **Your** own posters and advertising material providing **We** have itemised receipts and details. **You** will need to provide full details of the circumstances, receipts and details of who found **Your Pet**.

5.2 Exclusions

- 5.2.1 Theft which does not involve forcible and violent entry to a secure area, such as a pen or **Your** home;
- 5.2.2 Any reward to a member of **Your** family, to any person known to **You**, or to the person who was caring for **Your Pet** at the time of the incident;
- 5.2.3 Any claim where **You** or the person looking after **Your Pet** has voluntarily parted with it, or in circumstances where the **Pet's** loss would not be deemed to have been stolen i.e. abandoned deliberately;
- 5.2.4 Any claim where the **Pet** is aged 8 years and over at the time of loss.
- 5.2.5 Any claim if **your pet** is found or returned to **you** within 45 days of the theft or straying.

5.3 Specific Conditions

- 5.3.1 In order to determine the price paid for **Your Pet**, **You** must provide, at **Your** expense, proof of purchase. If proof of purchase is not provided, **We** will pay up to £75 for a cat and up to £150 for a dog subject to the deductions shown in the table above as detailed in 3.1 b);
- 5.3.2 **Your Pet** must have disappeared from **Your** address or any other place as may be noted on the **Application Form** or in any endorsement to the policy;
- 5.3.3 **You** must report the loss of **Your Pet** to at least one rescue centre in the case of a cat and to a dog warden in the case of a dog. In the case of theft **You** must also report the theft to the police and obtain a crime reference number;
- 5.3.4 If **Your Pet** is found or has returned after claiming, **You** must repay **Us** the full amount **We** have paid out under this section of the policy.

SECTION 6 – HOLIDAY CANCELLATION COVER

6.1 Cover

We will pay up to the **Benefit Limit** as shown in **Your Schedule** and Table of Benefits for travel and accommodation expenses **you** had to pay by **You** if **You** have to cancel or cut short **Your Holiday** because **Your Pet** needs immediate life saving surgery while **You** are away or up to 14 days before **You** leave. **You** must, at **Your** own expense, send **us** receipts showing the dates and costs **You** had to pay because of cancelling or cutting short **Your Holiday** from the travel company, tour operator or other similar party.

The total **Benefit Limit** that **We** will pay for **Holiday** Cancellation Cover is the **Benefit Limit** shown in **Your Schedule** and Table of Benefits in any one **Policy Period**. These will be subject to a maximum of 25p per mile for travelling expenses and £75 per night for accommodation expenses.

6.2 Exclusions

The following are excluded from cover:

- 6.2.1 Any **Holiday** costs where the **Holiday** was booked less than 28 days before **You** leave;
- 6.2.2 The amount **You** can claim back from anywhere else;
- 6.2.3 Any extra costs **you** had to pay because **You** delayed letting the company providing **Your** transport and accommodation know **You** had to cancel;
- 6.2.4 Any costs for anyone else that is on **Holiday** with **You**;
- 6.2.5 Any costs due to surgery for non life-saving **Conditions**.
- 6.2.6 Any amount for a **holiday** that does not start and finish in the **Policy Period**.
- 6.2.7 Any costs if the **injury** was known about before going on **holiday** and the **injury** was likely to require emergency **Treatment** and/or surgery.
- 6.2.8 Any amount as a result of an **illness** or **injury** that first showed **clinical signs** or happened more than 14 days before the start date of your **holiday**.
- 6.2.9 Claims within the first 14 days of the **commencement date** of **your** policy.

SECTION 7 – OVERSEAS TRAVEL EXTENSION (COVER FOR YOUR PET WHILST TRAVELLING ABROAD)

7.1 Cover

If **Your Pet** needs emergency veterinary **Treatment** as a result of an **Injury** or **Illness** that first shows **Clinical Signs** while **You** are on **Holiday** with **Your Pet**, **We** will pay up to the maximum **Benefit Limit** as shown in the **Schedule** and Table of Benefits per **Policy Period** towards the costs of emergency veterinary **Treatment**. This cover applies to a maximum **Holiday** duration of no more than 30 days made up of no more than 2 **Holidays** in total per **Policy Period**. Cover starts from when **You** have left the **United Kingdom** Cover will cease at midnight on the 30th day of the **Holiday** duration.

7.2 Quarantine Costs Cover

If **Your Pet** needs to go into quarantine as a result of an **Illness** that first shows **Clinical Signs** while You are on **Holiday** with **Your Pet**, despite **Your** adherence with the relevant regulations or **You** have to get a new Animal Health Certificate for **Your Pet** if their microchip fails while **You** are on **Holiday** with **Your Pet**, **We** will pay up to a maximum **Benefit Limit** amount as shown in **Your Schedule** and Table of Benefits, towards the costs of quarantine kenneling. This cover applies to a maximum of up to 2 **Holidays** per **Policy Period** and a maximum **Holiday** duration of no more than 30 days in total.

We will also pay up to the maximum **Benefit Limit** amount as shown in **Your Schedule** and Table of Benefits, for replacing **Your Pets** Health Certificate if the original becomes lost, stolen or destroyed during a **Holiday** with **Your Pet**, including any associated quarantine costs during the **Holiday**, as a direct result of the loss, theft or destruction of either document.

7.3 Exclusions

7.3.1 More than the **Benefit Limit** as shown in the **Schedule** and Table of Benefits for emergency **Veterinary Fees**;

7.3.2 Any costs caused by a **Holiday** that started before the **Commencement Date**;

7.3.3 Any costs for **Treatment** occurring outside the maximum Holiday duration of 30 days;

7.3.4 Any costs caused by:

7.3.4.1 An **Injury** or **Illness** that first showed **Clinical Signs** before **Your Holiday** started; or

7.3.4.2 An **Injury** or **Illness** that is the same as or has the same diagnosis or **Clinical Signs** as an **Injury**, **Illness** or **Clinical Sign Your Pet** had before **Your Holiday** started; or:

7.3.4.3 An **Injury** or **Illness** that is caused by, relates to or results from an **Injury**, **Illness** or **Clinical Sign Your Pet** had before **Your Holiday** started no matter where the **Injury**, **Illness** or **Clinical Signs** are noticed or happen in or on **Your Pet's** body except that **We** shall continue to provide cover under this policy where **Your Pet** is already receiving **Treatment** for an ongoing **Condition** under an existing

policy with **Us**.

- 7.3.5 The cost of food for **Your Pet**;
- 7.3.6 Costs caused by an **Illness** that first showed **Clinical Signs** within the **Waiting Period**;
- 7.3.8 Any costs if the **Holiday** was made to obtain **Treatment** abroad;
- 7.3.8 Any costs to take **Your Pet's** body home if it dies;
- 7.3.9 Costs of cremation and disposal, including post mortem, burial fees, coffins or caskets;
- 7.3.10 **We** will not pay for a claim that is caused by, connected to or caused by:
 - 7.3.10.1 **You** not complying with any part of the relevant regulations, laws and/or legislation whether imposed by the **UK** government, a transport company or your country of Travel or any Legislation brought in by the Department for Environment, Food & Rural Affairs (DEFRA);
 - 7.3.10.2 Any confiscation, detention, requisition, damage, destruction or any prohibitive regulations by customs or any government officials or authorities of any country unless specifically covered by this policy;
 - 7.3.10.3 Travel outside European Union countries;
 - 7.3.10.4 **You** having to comply with any part of the relevant regulations, laws and/or legislation of your country of travel unless specifically covered by this policy; or
 - 7.3.10.5 Currency exchange rate differences.
- 7.3.11 Any costs for failure of a microchip if this is not of ISO Standard 11785 or Annex A to ISO Standard 11785 and this was not checked and found to be working within 14 days of **Your** departure. **We** will in any event require evidence that **Your Pet** was micro-chipped prior to **Your Holiday** with a microchip of ISO Standard 11785 or Annex A to ISO Standard 11785;
- 7.3.12 Any costs for the loss, theft or destruction of **Your Pet's** Health certificate if this is not reported to the issuing **Vet** within 24 hours of the discovery of the loss, theft or destruction.

7.3.13 Any costs for the loss, theft or destruction of **Your Pet** passport or Health certificate where the loss, theft or destruction occurs prior to the start of **Your Holiday**.

SECTION 8 – ACCIDENTAL DAMAGE

8.1 Cover

We will pay up to the **Benefit Limit** as shown in the **Schedule** and Table of Benefits for any costs **you** had to pay following accidental damage to personal property that is not owned by **You**, a member of **Your Immediate Family**, a relative, employee, guest or other person who is responsible for or in control of **Your Pet**, such damage being caused directly by **Your Pet**. **You** are covered while **Your Pet** is visiting someone else's property, whether or not **You** are legally liable for the damage. **You** must give **Us** independent proof of value at **Your** cost. The damaged item must not be disposed of without **Our** written consent. A deduction will be made for wear and tear for items which were purchased more than 12 months before the damage occurred.

8.2 Exclusions

The following are excluded from cover:

- 8.2.1 Damage to any motor vehicle or its contents;
- 8.2.2 Damage caused by **Your Pet** vomiting, defecating (fouling) or urinating;
- 8.2.3 Damage while **Your Pet** is left unattended.

SECTION 9 – THIRD PARTY LEGAL LIABILITY (CLAIMS AGAINST YOU OR YOUR DOG)

9.1 Cover

Where property is damaged accidentally or someone is accidentally killed or accidentally injured or becomes ill as a result of an incident occurring within any member country or state of the European Union during the **Policy Period** involving **Your** dog and for which **You** are legally responsible **We** will indemnify **You** in respect of:

9.1.1 Compensation and the claimant's costs and expenses;

9.1.2 The legal costs and expenses with **Our** written consent for defending a claim made against **You** under this section.

The maximum **We** will pay for Third Party Legal Liability is shown in **Your Schedule** and Table of Benefits in respect of any one occurrence or all occurrences of a series consequent on or attributable to any one original cause or source in any one **Policy Period**.

9.2 Specific Conditions

9.2.1 **You** must not admit responsibility, agree to pay any claim or agree to make a payment with any other persons following an incident;

9.2.2 **You** must send **us** any information relating to the claim **We** ask for including details of **Your** dog's medical and behavioural history, history of ownership and details of any other insurance policies that might contribute towards compensating the claimant;

9.2.3 **You** agree for **Us** to take charge of **Your** claim and allow **Us** to prosecute, defend or settle the same on terms **We** are advised are legitimate in **Your** name for **Our** benefit;

9.2.4 **You** agree to help **Us** ascertain all the circumstances of an incident leading to a claim, provide written statements and go to court if **We** require it;

- 9.2.5 **You** must immediately send **Us** any writ, summons or legal documents of whatever nature relating to a claim made against **You** and **You** must never send any replies to such documents. Details as to how **you** can contact **us** can be found on page 2 of this **policy wording** or on any mail **you** have received from **us**. Please remember to quote **your** claim or **policy number**.
- 9.2.6 **You** must pay any policy **excess** due under this section of the policy, as shown on **your** policy **schedule** and Table of Benefits, when **we** request it following an incident that may lead to a claim. Failure to pay the **excess** when requested may result in **us** refusing to pay additional costs **you** had to pay or in **us** refusing to deal with any third party claim.

9.3 Exclusions

This section shall not apply to liability in respect of:

9.3.1 Any payment:

- 9.3.1.1 For defending **You** which **We** have not agreed to in writing beforehand;
- 9.3.1.2 If **You** are legally liable because of a contract **You** have entered into;
- 9.3.1.3 If the claimant is a person who lives with **You**, is a member of **Your Immediate Family** or is employed by **You**;
- 9.3.1.4 Which involves **Your** employment, profession, occupation or business;
- 9.3.1.5 If **You**, a member of **Your Immediate Family** or any person who lives with **You** or is employed by **You** is responsible for or is looking after the property damaged;
- 9.3.1.6 Where **Your Pet** is under the control and custody of a professional dog sitter, walker, groomer or other similar professional caring for **Your** dog where payment is made.
- 9.3.1.7 Where **You** have not followed advice given to **You** by previous owners of **Your** dog or by any re-homing organisation about **Your** dog's behavioural traits;
- 9.3.1.8 For an incident at **Your** workplace;

9.3.1.9 If **You** are insured under any other insurance Policy that covers the same loss unless that cover has been used up.

9.3.2 Any claims:

9.3.2.1 Arising from loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **policy period**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;

9.3.2.2 Arising as a result of any deliberate act;

9.3.2.3 As a result of any person handling **Your** dog without **Your** permission or consent.

9.3.2.4 Claims where **your pet** has not been found to be to blame by a court of law.

9.3.2.5 Claims for an incident which occurs at any place where **you** or members of **your** family are subject to a contract of employment.

9.3.2.6 Any claim if **your pet** is a cat.

9.3.2.7 Any claim caused by **your pet** passing on any disease or virus.

9.3.2.8 Any claim whilst **your pet** is being transported in a motorised vehicle.

9.3.3 The **Excess** applicable to this section of cover;

9.3.4 The matters referred to in the General Exclusions, Section 13;

9.3.5 The cost of fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages;

9.3.6 Any claim or other proceedings against **You** or **Your Immediate Family** lodged or prosecuted in a court outside the **United Kingdom**.

9.3.7 Any claim where **your pet** has not been found to be to blame a court of law.

9.3.8 Any amount over the Third Party Legal Liability limit of Cover, shown on **Your Schedule** and Table of Benefits, in respect of all claims occurring under section 10 during the **Policy Period**.

SECTION 10 – WHAT WE ASK OF YOU

10.1 What we ask of you

Like all insurance **policies** there are some things that **you** are not allowed to do if **you** want **us** to pay for the claims **you** make. **You** must do as **we** ask below, if **you** do not then **we** may cancel **your policy**, not deal with **your** claim or reduce the amount **we** do pay.

If there is anything **we** ask that **you** do not understand then please contact **us** as soon as **you** can.

- 10.1.1 If at the time of an event giving rise to a claim under this policy, there is any other insurance policy in **Your** name which is in force and which provides cover for the same expense, loss, damage or liability then **We** will only be liable for **Our** proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies. This General Condition does not apply to Section 9 - Third Party liability (Claims against you or your dog).
- 10.1.2 A dog on a public highway must be on a collar and lead under control. Appropriate steps must be taken to ensure a dog does not escape or stray and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured. If in the **UK**, **Your** dog must have a collar that shows **Your** details so **You** can be contacted if **Your** dog becomes lost. **You** must make sure **your** dog is muzzled, where this is recommended, when in public or on walks.
- 10.1.3 **You** must be the owner of **Your Pet** who must live with **You** at **Your** home address, as detailed within **Your Schedule**. If **You** are no longer the owner or **Your Pet** stops living with **You** at **Your** home address **You** must notify **Us** immediately as this may invalidate **Your** policy or reduce the level of claim payments. **You** must live in the **UK** where **You** and **Your Pet** live permanently for at least 9 Months within the policy period.
- 10.1.4 **You** must inform **Us** as soon as possible of any change in circumstances relevant to this policy, including change of address, change of ownership, if **Your Pet** has been used for breeding, if **Your Pet** has had complaints made about its behaviour or any other change relating to **Your Pet** concerning information **We** have previously asked for. Failure to do so may invalidate this policy or reduce the level of claim payments. **We** may alter the terms of this policy when **We** are notified of such changes.

10.1.5 **You** must pay any premium when it becomes due.

10.1.6 During the **Policy Period** **You** must take care of **Your Pet** including arranging and paying for any **Treatment** normally recommended by **Your Vet** to prevent or reduce the risk of **Illness** or **Injury**.

10.1.7 **You** must ensure that **Your Pet** is vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis, feline leukaemia and cat flu for cats. **You** must also agree to have **Your Pet** vaccinated against any other disease a **Vet** feels is necessary. **You** must keep **Your Pet's** vaccinations up to date, as recommended by **Your Vet**. If any of the above diseases are not vaccinated against they will be excluded from the policy.

10.1.8 **You** must ensure that **Your Pet** is wormed and flea treated regularly and if there is a risk of contagion, to keep **Your Pet** isolated from the same.

10.1.9 **You** must not misrepresent, mis-state, omit or conceal any information (such as current and past health of **Your Pet**, previous medical **Treatment** or **Conditions**, behavioural issues, previous or existing legal proceedings against **You** in respect of **Your Pet** etc) from the application for this insurance or when renewing it or claiming against it. Failure to do so may result in **Us** cancelling or voiding this policy and retaining any paid premiums or reducing the level of claim payments depending on the circumstances in respect of any **policy period**.

10.1.10 If **We** have made any overpayment regarding claim settlements, this will be requested back in full and/or deducted from any future claims.

10.1.11 If **we** offer further **Policy Periods**, **We** may, at **Our** sole discretion amend the premium and/or terms and conditions of **Your** policy;

10.1.12 Rights of Third Parties

The parties do not intend any term of this agreement to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 nor any amendments to the Act or replacement legislation.

10.1.13 Travelling with your pet

This policy is valid in the **UK** and includes cover while **You** travel on **Holiday** with **Your Pet** in the **UK** and Republic of Ireland for 2 trips with a maximum of 30 days in each **Period of Insurance**. It also provides cover while **You** travel on **Holiday** with **Your Pet** in the European Union

States and Territories for 2 trips with a maximum of 30 days in each **Period of Insurance** under the Silver, Gold, Diamond and Platinum levels of cover. Please visit the gov.uk website to follow the latest guidance on travel within the EU post-Brexit.

10.1.14 **You** must arrange for a **Vet** to examine and treat your **Pet** as soon as possible after it shows **Clinical Signs** of an **Injury** or **Illness**. If **we** can see evidence in **your Pet's** clinical history that there has been any delay in arranging veterinary **Treatment** **We** will refer the case to an independent **Vet**. If it can be established that the delay in arranging **Treatment** has or is likely to result in additional costs or expenses being **you** had to pay. **We** reserve the right to either refuse to admit the claim or make a deduction from any settlement to reflect these increased costs or expenses.

10.1.15 **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

SECTION 11 – HOW TO CLAIM

11.1 In the event of an **Accident, Injury, Illness**, loss, destruction or damage giving rise or likely to lead to a claim under this policy, **You** must either:

11.1.1 Download a claim form from <https://www.ageas.co.uk/make-a-claim/pet-insurance/>.

11.1.2 Contact **Us** by email at claims@pet.ageas.co.uk.

11.1.3 Contact **Us** by telephone on 0345 165 0928 and request them to send **You** a claim form. Full instructions of how to complete the claim form will be provided. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.

11.1.4 Write to **Us** at Ageas Pet Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN and request **Us** to send **You** a claim form. Full instructions on how to complete the claim form will be provided. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.

SECTION 12 – OUR CONDITIONS FOR SETTLING CLAIMS

- 12.1 If requested by **Us**, the **Vet** attending **Your Pet** or the usual or previous **Vet** must, at **Your** expense, send **us** all information about **Your Pet**, including its full medical history or its **Treatment** as **We** may require.
- 12.2 **You** and **Your Vet** will have to complete all applicable sections of **Our** claim forms and submit the same to **Us** before a claim can be assessed by **Us**. An incomplete claim form will be returned and this will delay settlement of **Your** claim. **We** will not pay any fee charged by **Your Vet** for completing the claim form. **Your** fully completed claim form is to be returned to **Us** without undue delay and in any event within 90 days of the last date on which treatment occurred.
- 12.3 As to Sections 3 & 5, in order for a claim to be made it is **Your** responsibility to prove the price paid for **Your Pet**. If proof of purchase is not provided, **We** will pay up to £75 for a cat and up to £150 for a dog subject to the deductions shown in the table as detailed in section 3.1 b).
- 12.4 For a claim under Section 5 **You** send **us** evidence of the reward offer made and details of the beneficiary.
- 12.5 **You** must continue to pay **Your** premium and renew **Your** policy in order to receive payment for claims. In the event **You** fail to pay **Your** premium, lapse **Your** policy or cancel **Your** policy, all claim payments will cease from the date the policy is either lapsed or cancelled, or from the date of default in the event of non-payment, and no further monies will be due from **Us**.
- 12.6 **We** have the discretion to pay a claim for an **Accident** that occurred within the first 24 hours, subject to independent evidence to support that the **Accident/Injury** occurred after the policy was inceptioned.

SECTION 13 – WHAT WE WILL NOT COVER

- 13.1 Any **Pre-existing Conditions**.
- 13.2 Any claims for **Illness** displaying **Clinical Signs** within 14 days of **Commencement Date**.
- 13.3 Any claims for an **Accident** which occurs within 24 hours of the **Commencement Date**.

- 13.4 Any claims arising from **Your Pet** being neutered or spayed.
- 13.5 Any claim arising as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease as listed by DEFRA (<https://www.gov.uk/government/collections/notifiable-diseases-in-animals>).
- 13.6 **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act on the part of any person.
- 13.7 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 13.8 **We** will only pay costs which are **you** had to pay as a direct consequence of the event which led to the claim **You** are making under this policy.
- 13.9 Any claims arising as a result of **Your Pet** undergoing organ transplants or any experimental surgical procedures.
- 13.10 Claims where any **injury** or **illness** is due to war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 13.11 Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to:
- 13.11.1 An epidemic, pandemic or other such health warning, and declared as such by the World Health Organisation;
 - 13.11.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
 - 13.11.3 Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
- If **We** allege that, by reason of this exclusion, any claim is not covered by this policy the burden of proving the contrary shall be **Your** responsibility.
- 13.12 Where **You** have not followed advice given to **You** by previous owners of **Your Pet** or by any re-homing organisation.
- 13.13 Any costs arising as a result of a disease transmitted from animals or birds to humans.
- 13.14 Payments where **We** have not received the correct premium before the start of each **Period of Insurance**.
- 13.15 Payments under this policy unless **You** have complied with all the terms, conditions and endorsements of this policy.
- 13.16 **We** shall not pay any claims where **Your Pet** has been used in any trade, profession or business, other than show dogs, including breeding, unless **We** have agreed in writing to cover such use. Show dogs are covered subject to policy terms and conditions.
- 13.17 **We** shall not be liable for any claims of any kind which are caused by **Your Pet** straying, escaping, damaging property, or attacking persons or pets if **Your Pet** has done this on any previous occasion.

13.18 Excluded Pets

13.18.1 Any dogs used for trade, profession or business.

13.18.2 Any dogs used as gundogs, used for or in connection with shooting or for the purposes of hunting of any kind whether for business or recreational purposes.

13.18.3 Any dogs used for guarding, racing, coursing or beating whether for business or recreational purposes.

13.18.4 Any **Pets** used for breeding (any more than one accidental pregnancy would be classed as breeding). Please note there is no cover for any **Injury/Illness/Treatment** caused by or relating to breeding, whelping or kitting.

13.18.5 The following dogs, as outlined in the Dangerous Dogs Act 1991, and/or dogs crossbred from these are specifically excluded from cover under any section of this policy:

- Pit Bull Terrier
- Japanese Tosa / Tosa Inus
- Dogo Argentino (also referred to as Argentine Dogo and Argentinian Mastiff)
- Fila Brasileiro

Including any “type”, as defined in the Dangerous Dogs Act 1991, considered to match the description of a prohibited “type”; any breed crossed with the above; and any other breed or type deemed be dangerous by the Secretary of State and subsequently added to the Dangerous Dogs Act 1991.

13.18.6 In addition, the following types/breeds, and/or any dog crossbred from these are also excluded from cover under any section of this policy:

- American Bandogge/Bandogge Mastiff
- American/Irish Staffordshire Bull Terriers
- Australian Dingo
- Boerboel
- Bully Kutta
- Canary Dogs/Perro De Pressa Canarios/Presa Canarios
- Cane Corsos
- Czechoslovakian Wolfdogs/Sarlooswolfhounds/Wolf Hybrids

- Korean Jindo
- Northern Inuit Dogs
- Racing Greyhounds
- Shar Pei
- Tamaskan
- Utonagan

13.19 Any **Pet** less than 8 Weeks old.

13.20 Claim settlements where **You** have failed to pay the relevant premium due to **Us** or **You** cancel **Your** policy. In these circumstances any eligible claim payment will be deducted from any outstanding premium due.

13.21 The applicable **Excess** and **co-payment**, as shown in **Your Schedule** and Table of Benefits.

13.22 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this General Exclusion an act of terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

13.23 Any previous and/or existing occasions where **Your Pet** has shown (or displayed) any adverse behavioural or aggressive characteristics which has been noted by either yourself, the breeder, veterinary practice, rehoming organisation or any previous owner(s).

13.24 This policy excludes all **pets** used for commercial security work or those which have been trained to attack. All cover is excluded for any policyholders who also hold a Security Industry Authority (SIA) licence of any description whilst undertaking the designated activity that the SIA licence allows.

13.25 Fees for unapproved **complementary medicine** including but not limited to pulsed magnetic field therapy, matrix energy field therapy, the Bowen Technique, reiki massage and faith healing are excluded from cover.

13.26 Any claims made for any event, **accident**, **illness** or **injury** that happens outside of the policy period.

13.27 Any charge for surgical equipment that can be used more than once.

SECTION 14 – NON PAYMENT

- 14.1 In the event of payment default **You** have 7 days from the date of default to contact **Us** to arrange payment. If payment is not received **Your** policy will be cancelled from the default date. A pro-rata charge for **Your** period on cover will be made as detailed in **Our** Terms of Business. Where a claim has been made, the remaining premium for the policy year will be charged.
- 14.2 In the event **Your** Direct Debit is cancelled **You** have 7 days from the date the Direct Debit is cancelled to contact **Us** to arrange payment and provide **Us** with valid bank details. If payment is not received **Your** policy will be cancelled from the date **We** are notified by **Your** bank that the Direct Debit is cancelled. A pro-rata charge for **Your** period on cover will be made and an administration charge will be made as detailed in **Our** Terms of Business. Where a claim has been made, the remaining premium for the policy year will be charged.

SECTION 15 – CANCELLATION RIGHTS

- 15.1 Once You have purchased a policy, **You** have 14 days from the **Commencement Date** within which **You** can cancel the policy. If **You** wish to cancel **Your** policy please contact **Our** offices using the details below. Upon receipt of **Your** cancellation request **We** shall cancel **Your** policy and provided no claims have been made **You** shall receive a refund of any premium **You** have paid.
- 15.2 If **You** wish to cancel **Your** policy at any other time, a pro-rata charge will be made as well as the administration charge detailed in **Our** Terms of Business. If **You** wish to cancel **Your** policy please contact **Our** offices using the details below.
- 15.3 If **You** wish to cancel **Your** policy and a claim has been made, including if a claim is made against **You** the remaining premium for the policy year will be charged in the month of the cancellation notification. This will not apply in the event of the death or loss of **Your Pet**. If **You** wish to cancel **Your** policy please contact **Our** offices either in writing by post to Ageas Pet Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN, or by email to service@pet.ageas.co.uk or by telephone on 0345 165 0928.

- 15.4 **We** may cancel **Your** policy if there are serious reasons to do so, for example **You** have advised **Us** of a change in **Your** or **Your Pets** circumstances which means **You** no longer meet **Our** risk criteria; where we suspect fraud or **You** have deliberately or recklessly misrepresented the information provided in connection with this insurance. **We** will do this by writing to **You** at **Your** last known address. If **We** cancel **Your** policy all claim payments will cease from the date the policy is either lapsed or cancelled and no further monies will be due from **Us**
- 15.5 The administration charge for cancellations as specified in **Our** Terms of Business will not be applied if **Your Pet** has died or has been reported as lost or stolen. If **Your Pet** dies or is reported as lost or stolen and **You** need to make a claim, the remaining premiums for the full policy year will not be charged.

SECTION 16 – ADDITIONAL BENEFITS

- 16.1 **Your** policy includes the following additional benefits:
- 16.1.1 Find a Pet Sitter – **We** can put **You** in contact with members of the National Register of Pet-Sitters. These are people who have registered with and abide by their Code of Practice and are not specifically recommended by or affiliated to **Us**. If you need to contact a Pet Sitter call 0345 165 0928.
- 16.1.2 Find a **Vet** – **We** can put you in contact with a local **Vet** wherever **You** are in the **UK**. If **You** need to find a **Vet** call 0345 165 0928.

SECTION 17 – COMPLAINT HANDLING PROCEDURE

If **You** have a complaint please follow this procedure:

- 17.1 If **You** are unhappy with any part of **Our** service please write to the Complaints Department at Ageas Pet Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN. Alternatively **You** can call us on 0345 165 0928 or email complaints@pet.ageas.co.uk.

17.2 In the event that **Our** service providers have not resolved matters within 8 weeks of **You** writing to them the problem can be referred to the Financial Ombudsman service. **You** may go directly to the Financial Ombudsman service when **You** first make **Your** complaint, but the Ombudsman will only review **Your** complaint at this stage with **Our** consent. However, **We** are still required to follow the procedure as stated in full in the policy booklet.

If **You** have received a final response but are dissatisfied, **You** have the right of referral to the Financial Ombudsman Service within six months of the date of **Your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **We** have provided **Our** consent.

Whilst **We** and **Our** UK service providers are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure above does not affect **Your** right to take legal action.

You may contact the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR, telephone 0800 023 4567 from a landline or 0300 123 9123 from a mobile phone.

A copy of **Our** complaints procedure is available on request.

17.3 **Financial Services Compensation Scheme**

If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100 or 0800 678 1100.

SECTION 18 – HOW WE USE YOUR INFORMATION

Please be aware that all references to 'us', 'we' and 'our' in the following section ("Your information and what we do with it") refer to Ageas Retail Limited. This below section explains the role of Ageas Retail Limited as the data controller of your personal information for the purposes of marketing similar products and services and for analysis of the performance of the Ageas Pet Insurance product.

Ageas Retail Limited has appointed Insurance Factory Limited for the sale and administration of policies and to handle claims related to your Ageas Pet Insurance. As a result, Insurance Factory Limited will also be a data controller for your personal data. Please see the Insurance Factory Limited privacy policy at <https://pet.ageas.co.uk/Content/Documents/PrivacyPolicy.pdf> for details of how your personal information will be processed.

Your information and what we do with it – Putting your mind at rest

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go <https://www.ageas.co.uk/privacy-policies/pet-privacy-policy/> or contact our Data Protection Officer at:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

Please note that for further information about the use of your personal information relating to the sales, administration or claim handling of Ageas Pet Insurance you should contact the Insurance Factory Limited Data Protection Officer at: Markerstudy Group Data Protection Officer, 45 Westerham Road, Bessels Green, Sevenoaks, TN13 2QB or by emailing dataprotection@markerstudy.com

Claims processing

As part of **your** policy, **you** agree to and accept the following conditions in order for the policy administrator (Insurance Factory Limited) to process any claims **you** submit:

- Insurance Factory Limited will request relevant information or records from **your** current or previous veterinary practice, specialist, breeder or rescue centre at any time in order for Insurance Factory Limited to be able to fully assess **your** claim.
- **Your** veterinary practice or any veterinary practice treating **your pet** can openly discuss and receive information about **your** claims with **your** policy administrator (Insurance Factory Limited) where appropriate. This also includes the transfer of **your** claim via an electronic service using a third party application.
- Insurance Factory Limited will only ever ask for information which is relevant to the details and circumstances of the claim and previous medical history, which is necessary for claims processing purposes.

Collecting your information

You provide personal information to Insurance Factory Limited so they can sell and administer the policy and handle your Ageas Pet Insurance claim on behalf of Ageas Retail Limited. Insurance Factory Limited shares your personal information with us so that we can carry out the activities described in section 3 of this notice.

The information we receive about you when you complete a quotation, or purchase an Ageas Pet Insurance policy, can include:

- general information about you such as your name, address, contact details and date of birth;
- information about your pet(s) you want to insure;
- your claims record related to your pet(s).
- information about your use of our websites such as your IP address, which is a unique number identifying your computer.

Using your information

We use your personal information to provide you with our products and services and to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. This may include analysis and modelling of your personal information.

The section below provides information about how we communicate our products and services

How we contact you about our products and services

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising (unless you have said you do not want us to) in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either:

- writing to our Data Protection Officer at the address provided earlier above,
- calling us – 0345 165 0570.

Use of your personal information when using our websites and email communications

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our website.

Sharing your information

We share your information with a number of different organisations such as:

- Insurance Factory Limited as part of overseeing their administration of Ageas Pet Insurance policies and claims.
- Other companies or brands within the Ageas group.
- Other insurers, business partners, agents or carefully selected third parties providing a service to us or on our behalf.
- Organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law.
- Other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate and necessary care and safeguards being in place.

Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice for more details.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement

agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

Your rights

You have a number of rights in relation to the information we hold about you, including:

- Asking for access to and a copy of your personal information.
- Asking us to correct, delete or restrict or you can object to the use of your personal information.
- Withdrawing any previously provided permission for us to use your personal information.
- Complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

SECTION 19 – OTHER INFORMATION

Language

All communication between **You** and **Us** will be conducted in English.

Updating Your Records

If **You** think **Our** records are wrong or out of date, particularly **Your** contact details, **You** must contact **Us** straight away to correct them. **You** can do this by calling 0345 165 0928 or by emailing service@pet.ageas.co.uk.

Altering Your Policy

Should **You** wish to alter this policy please contact **Our** office. This can be done in writing by post to Ageas Pet Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN, or by email to: service@pet.ageas.co.uk or by telephone on 0345 165 0928. If **You** have not received an acknowledgement from **Us** within 14 days, You must post the details by recorded delivery. An administration charge will be made for any policy alteration as detailed in **Our** Terms of Business.

The Information You Gave Us

We rely upon the information **You** provide to **Us** to decide whether to insure **Your Pet** and the terms and conditions under which **We** will offer cover. English Law requires **You** to inform **Us** about all known factors relating to the health, condition and behaviour of **Your Pet** in answer to **Our** questions which may influence **Our** decision. **You** must take care in response to the questions and statements concerning this insurance. If **You** fail in **Your** duty of taking care not to make a misrepresentation to **Us**, **We** may exercise certain remedies that include cancelling this policy, retaining premiums or reducing the benefits due in terms of the policy. If **You** are in any doubt as to whether a fact is or may be important to **Us**, **You** must tell **Us** about it.

Fraud

Fraudulent information and claims inevitably result in increases on all policyholder's premiums. If **You** make a false or exaggerated claim or give **us** false information **We** will not pay **Your** claim and **We** may void **Your** policy (cancel **Your** policy and not return any premiums paid to date). If **We** have already issued payments in settlement of any claim, **We** will request reimbursement of the full amount. **We** also have the right to inform the relative authorities or share this information with the Insurance Fraud Investigators Group (IFIG) or other relevant Fraud authorities.

Policy Duration

All **Our** policies are annual policies which run for 12 consecutive calendar months. Before the end of each 12 month period, **We** will write to **You** to inform **You** about any changes to the premium and/or policy terms and conditions for the next 12 months. In the event of payment default **You** have 7 days from this date to contact **Us** to arrange payment. If payment is not received **Your** policy will be cancelled from the default date.

Renewal

We will write to **You** by email or post where more appropriate at least 14 days before the **Anniversary Date** of **Your** policy. **We** will inform **You** about any changes to the premium and/or policy terms and conditions for the next **Policy Period**.

If **You** pay **Your** premium by Direct Debit there is no need for **You** to take further action, **Your** policy will automatically continue at the end of the 12 month period subject to policy terms and conditions. A further 12 equal monthly payments will be taken, reflecting the premiums stated within **Your** renewal documentation. If **You** pay by debit or credit card **You** need to contact **Us** to make payment before the renewal date.

If **You** pay **Your** premium by credit/debit card and have agreed to allow **Us** to collect the renewal payment automatically each year, unless **We** hear from **You**, **Your** policy will automatically renew at the end of the 12-month period. If **You** pay by Continuous Annual Payment on a credit card, and **Your** payment details change, **Your** card provider may provide **Us** with updated card details. **We** will use these new details at **Your** next renewal in order to help prevent any interruption to **Your** cover, unless otherwise stated by **You**. Failure to update **Us** with new details may result in continuous cover being stopped.

If **You** do not wish **Your** policy to renew at the end of the **Policy Period** **You** should inform **Us** immediately and before the date of renewal at the latest. **You** should also cancel **Your** Direct Debit or continuous credit card mandate.

Your renewal documents will be sent to **You** by email at least 14 days before the renewal date of **Your** policy. **We** will email the last email address given to **Us** by **You**. **We** are unable to prevent these from going into **Your** spam or junk folders so please check these folders as well as **Your** current inbox. If **Your** email address changes between the **Commencement Date** and renewal date please inform **Us** so that **We** can keep **Your** record up to date.

You should take care to inform **Us** of any factors relating to **Your Pet** which have changed since the policy started or since the last renewal.

If **We** offer further **Policy Periods**, **We** may change the premium and the policy terms and conditions as **Your Pet** gets older and to allow for future increases in **Treatment** costs.

At renewal, **We** have the right to limit or withdraw Third Party Legal Liability cover based on a review of **Your Pets** claims or clinical history where **Your Vet** has raised concerns around **Your Pets'** behaviour. For example, any aggressive tendencies shown or any incidents where **Your Pet** has caused **Injury** to a person or another animal.

Telephone Call Charges

Calls to 0330 and 0344 numbers are charged at a local rate from land lines and standard rates from mobiles and are also included in minutes for mobile calling plans.

About the Insurer

West Bay Insurance Plc, registered in Gibraltar No.84085 with registered office address: 846 - 848 Europort, Gibraltar. West Bay Insurance Plc is authorised by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in respect of underwriting business in the UK (No: 211787). West Bay Insurance Plc is a member of the UK's Financial Services Compensation Scheme and is a member of the Association of British Insurers

This can be checked on the Financial Services register by visiting the FCA's website at www.fsa.gov.uk/register/firmSearchForm.do or www.fca.org.uk/register which includes a register of all the firms they regulate, or by contacting them on 0800 111 6768.

As the underwriter West Bay Insurance Plc is responsible for this policy document.

About the Provider

The policy is provided by Insurance Factory Limited, who is authorised and regulated by the Financial Conduct Authority (No. 306164). Registered in England and Wales number 02982445. Registered office: Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

About the Administrator

Ageas is a trading name of Ageas Retail Limited (Company Reg. No. 1324964). Registered in England and Wales. Registered office: Ageas House, Hampshire Corporate Park, Eastleigh, Hampshire, SO53 3YA. Ageas pet insurance is arranged and administered by Ageas Retail Limited. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 312468.

Changes to the Policy

If there are changes to **your** policy which change the risk covered, **we** may either decline any insurance risk or make changes to the premium and the terms quoted.

In the event of a change in **your pet** details or **your** details **we** will amend the premium from the date of those changes.

If **you** are not resident in the **United Kingdom** this contract is not suitable.

Governing Law and Courts

This (contract)/policy) will be governed by English law, and **you** and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Your insurance is provided by Ageas. Ageas is a trading name of Ageas Retail Limited (Company Reg. No. 1324965). Registered in England and Wales.

Registered office: Ageas House, Hampshire Corporate Park, Eastleigh, Hampshire, SO53 3YA. Ageas pet insurance is arranged and administered by Ageas Retail Limited. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 312468.

Ageas pet insurance is underwritten by West Bay Insurance Plc. Registered in Gibraltar No. 84085. Registered Office: 846-848, Europort, Gibraltar. Regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Financial Services Register Number 211787).