AA INSURANCE SERVICES LIMITED

IN ASSOCIATION WITH

ULTIMATE PET PARTNERS LIMITED

POLICY DOCUMENT - FOR POLICIES PREFIXED WITH AA/UPP/UIC

Policy Booklet Number AA/UPP/UIC

Policy Booklet Effective Date July 2015

Policy Wording

This is Your Policy Document

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. *We* have included all the various cover levels *We* offer within this one policy document. *You* only need to read the parts relevant to the cover *You* have selected. Please look at *Your Schedule* to confirm what level of cover *You* have selected. If *You* are unsure, please contact Ultimate Pet Partners Limited.

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. Please note that if *You* have purchased an Accident Only policy *Your Pet* is not insured for any *Illness. 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 are subject to stated limits, *Excesses* and applicable *Waiting Periods*.

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 Ultimate Pet Partners Limited, the administrator of this policy, have accepted a completed application and issued a *Schedule* on *Our* behalf.

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 *Ultimate* on 0330 102 5741.

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 is 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 as per the policy terms and conditions as set out in this document.

Signed for and on behalf of the *Insurer* in respect of all sections other than Section 9.

David Newman Underwriting Director UITIMATE INSURANCE COMPANY

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SECTION 1 - DEFINITIONS

In 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.

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

Accident means a sudden, unforeseen, and unintended event causing Injury to Your Pet.

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 subsequent renewal of this policy or per *Condition*, and is dependent on the cover *You* have selected.

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

Associated Costs means general anaesthetic/sedation, drugs administered for a Treatment, one day's hospitalisation fee and interpretation 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, a Recurring Condition or a Chronic Condition 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. 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.

Chronic Condition means a Condition which, once developed, is deemed incurable or is likely to continue for the remainder of Your Pet's life.

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 (BVRSMA).

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

Condition means any Injury sustained during, or resulting from, a single Accident or any manifestation of an Illness having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of Your Pet's body affected. Please note that Illness is not covered on Accident Only policies.

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 reached or exceeded, 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*:
 - o if You fail to renew this policy; and/or
 - o 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 that is payable by You for each Illness or accidental Injury resulting in a claimable Condition or as stipulated in the Schedule in respect of Section 9.

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. For policyholders living in the Channel Islands or the Isle of Man, Holiday means a vacation or pleasure trip including at least one overnight stay made by You outside of the Channel Islands or the Isle of Man which commences and ends in the Channel Islands or Isle of Man. 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 European Union member countries which are included in the Pet Travel Scheme (PETS) only.

Illness means sickness, disease, infection or any change in Your Pet's normal healthy state which is not caused by Injury.

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

Injury means damage to one or more parts of Your Pet's body as a result of one Accident.

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, key facts 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 the continuous 12 months period, effective from the Commencement Date, for which We have agreed to provide cover and for which You have paid the relevant premium.

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.

Recurring Condition means the reappearance of a Condition, Clinical Sign or symptom of an Illness after a period of remission.

Schedule means the document which contains 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.

Ultimate means Ultimate Pet Partners Limited, who on behalf of Ultimate Insurance Company Limited is the administrator for all sections of this policy (excluding Section 9 which is administered by Ageas Insurance Limited) and whose registered office is situated at 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, PO2 8DE, Company Registration number 06740793, and who can be contacted on 0330 102 5741 and/or customerqueries@ultimateservices.co.uk. Ultimate Pet Partners Limited (FCA No. 493636) is an Appointed Representative of Ultimate Insurance Solutions Limited (FCA No. 311368), who are authorised and regulated by the Financial Conduct Authority.

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 Veterinary Surgeon registered with the Royal College of Veterinary Surgeons (RCVS).

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

Waiting Period means a period of 10 days starting from the Commencement Date of the initial Policy Period during which an Illness occurs or shows Clinical Signs or symptoms; this will be excluded from cover unless otherwise agreed by Us. If You upgrade Your policy from an Accident Only policy to any policy which includes Illness cover, the Waiting Period will apply from the transfer date.

We, Our, Us, Insurer means the underwriters Ultimate Insurance Company Limited whose registered office is situated at Suite 913, Europort, Gibraltar. Home State; Gibraltar, and is registered in Gibraltar under company registration number 103362. Section 9 of this policy is underwritten by Ageas Insurance 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.

All defined terms appear in italics throughout this document

SECTION 2A - VETERINARY FEES (ACCIDENT ONLY COVER)

2A.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 for Treatment. The Benefit Limit is applied separately to every unrelated Accident or Injury claimed for per Policy Period. If You stop making premium payments to Us then cover for any ongoing Conditions will cease.

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

Upgrade/Downgrade cover – If You transfer Your Pet to a plan with additional or higher Benefit Limits, the additional or higher Benefit Limits will not apply if the Condition signs or symptoms started before the transfer date.

If total Veterinary Fees are likely to exceed £1,000 You must notify Ultimate immediately for pre-authorisation as We shall obtain a second opinion from Our veterinary advisor.

2A.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 reasonable, necessary, essential and not excessive.

We will only pay up to a maximum of 100% mark up on the manufacturer's or wholesaler's price of veterinary medicines. This will include any dispensing fees.

2A.3 Vet Advice Line - This benefit is only available for policies with an inception date on or before 31 December 2014

Included in Your Policy is a Pet advice service, provided by Vetadviceline, for those times when taking Your Pet to Your normal Vet is not possible or practical - You may contact Vetadviceline's veterinary nurses at any time, who will give You advice about Your Pet's health and welfare. This service is available 24 hours a day, every day of the year.

Vetadviceline's telephone number is 0344 445 7453.

2A.4 Cruciate Ligament Damage and CT/MRI Scans and Associated Costs

We will pay up to the Benefit Limit as shown in Your Schedule 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 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.

2A.5 Dentistry

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

2A.6 Exclusions

The following are excluded from this section of cover:

- 2A.6.1 Costs resulting from an *Illness* or any *Accident/Injury* relating to or caused by an *Illness*;
- 2A.6.2 Costs in excess of the specified *Benefit Limit* as shown in *Your Schedule* relating to any *Treatment* for cruciate ligament damage;
- 2A.6.3 Costs resulting from an Accident or Injury that;
 - 2A.6.3.1 is the same as or has the same diagnosis or *Clinical Signs* as an *Accident, Injury* or *Clinical Signs Your Pet* had before the *Commencement Date*;
 - 2A.6.3.2 is caused by, relates to or results from an *Accident, Injury* 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* or *Injury* related *Condition* prior to the *Commencement Date*, *We* will apply an exclusion to *Your* policy in respect of this *Accident* or *Injury*.

- 2A.6.4 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*;
- 2A.6.5 Costs for cosmetic *Treatment*, elective *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a *Vet* to prevent an *Injury*. This is not limited to but includes vaccination, spaying, castration, Cryptorchidism (retained testes), grooming, nail clipping, whelping, kittening, 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*;
- 2A.6.6 Costs for any *Treatment* relating to or resulting from breeding *Your Pet* and any complications that may occur as a result of these procedures;
- 2A.6.7 Any dental or gum *Treatment*, unless required as a direct result of an *Accident* or *Injury* to *Your Pet*;
- 2A.6.8 Any routine, preventative or cosmetic dental or gum *Treatment*;
- 2A.6.9 Any Treatment received by Your Pet after the End Date;

- 2A.6.10 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;
- 2A.6.11 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;
- 2A.6.12 Costs of *Your Pet* being euthanased except when it is to alleviate incurable and inhumane suffering and *Your Vet* has recommended it; always excluding the costs of *Your Pet* being euthanased for financial reasons or because of behavioural problems;
- 2A.6.13 Costs of cremation and disposal, including post mortem costs, coffins or caskets;
- 2A.6.14 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;
- 2A.6.15 Costs for *Treatment* of *Conditions* arising from *Your Pet* being under or over the recommended weight range;
- 2A.6.16 The cost of any diet food;
- 2A.6.17 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*;
- 2A.6.18 Extra fees on external laboratory fees. We will only pay the external fee plus up to £20 for post, packaging and interpretation;
- 2A.6.19 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;
- 2A.6.20 Continuation Claims unless You have paid the required premiums to keep Your policy in force;
- 2A.6.21 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;
- 2A.6.22 The Excess applicable to this section of cover;
- 2A.6.23 Any costs of hiring or buying a cage, basket or bedding needed for the *Treatment* or general well being of *Your Pet* and any general health enhancers;
- 2A.6.24 Any Unlicensed Treatment or any complications arising from this;
- 2A.6.25 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 complications arising from this *Treatment*;
- 2A.6.26 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.

Please note for Pets aged 6 years and over; a 20% co-payment will apply to each claim payment for *Veterinary Fees* (including *Complementary Medicine*, 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 2B - VETERINARY FEES (BRONZE, SILVER, GOLD, SILVER PLUS, AND GOLD PLUS COVERS)

Upgrade/Downgrade cover - If You transfer Your Pet to a plan with additional or higher Benefit Limits, the additional or higher Benefit Limits will not apply if the Condition signs or symptoms started before the transfer date. 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.

2B.1 Bronze Cover

We will pay the claim amount for normal and customary Veterinary Fees up to the total Benefit Limit as shown in Your Schedule for Treatment. The Benefit Limit is applied separately to every unrelated Injury, Illness or Condition claimed for. If You stop making premium payments to Us then cover for any ongoing Conditions will cease.

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

Silver and Gold Cover

We will pay the claim amount for normal and customary Veterinary Fees up to the total Benefit Limit as shown in Your Schedule for Treatment. The Benefit Limit is applied separately to every unrelated Injury, Illness or Condition claimed for. If You stop making premium payments to Us then cover for any ongoing Conditions will cease.

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* amount as shown in *Your Schedule*.

Silver Plus and Gold Plus Cover

We will pay the claim amount for normal and customary Veterinary Fees up to the total Benefit Limit as shown in Your Schedule for Treatment. The Benefit Limit is applied separately to every unrelated Injury, Illness or Condition claimed for per Policy Period. If You stop making premium payments to Us then cover for any ongoing Conditions will cease.

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* amount as shown in *Your Schedule*.

If total *Veterinary Fees* are likely to exceed £1,000 *You* must notify *Ultimate* immediately for pre-authorisation as *We* shall obtain a second opinion from *Our* veterinary advisor.

2B.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 reasonable, necessary, essential and not excessive.

We will only pay up to a maximum of 100% mark up on the manufacturer's or wholesaler's price of veterinary medicines. This will include any dispensing fees.

2B.3 Vet Advice Line - This benefit is only available for policies with an inception date on or before 31 December 2014

Included in *Your Policy* is a *Pet* advice service, provided by Vetadviceline, for those times when taking *Your Pet to Your* normal *Vet* is not possible or practical - *You* may contact Vetadviceline's veterinary nurses at any time, who will give *You* advice about *Your Pet's* health and welfare. This service is available 24 hours a day, every day of the year.

Vetadviceline's telephone number is 0344 445 7453.

2B.4 Cruciate Ligament Damage and CT/MRI Scans and Associated Costs

We will pay up to the Benefit Limit as shown in Your Schedule 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 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.

2B.5 Dentistry

We will pay up to the Benefit Limit as shown in Your Schedule 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.

2B.6 Special Diet (Silver & Gold)

We will contribute to the cost of Your Pet's prescription food, up to a maximum of £100 per Condition (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 deduct 53p a tin and £1.00 per kilo as Your normal feeding costs for Your Pet. 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 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.

Special Diet (Silver Plus & Gold Plus)

We will contribute to the cost of Your Pet's prescription food, up to a maximum of £100 per Condition, 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 deduct 53p a tin and £1.00 per kilo as Your normal feeding costs for Your Pet. 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 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 reoccurring.

2B.7 Exclusions

The following are excluded from this section of cover:

- 2B.7.1 Costs resulting from an Accident, Injury or Illness that first showed Clinical Signs before the Commencement Date;
- 2B.7.2 Costs resulting from an *Illness* that first showed *Clinical Signs* during the *Waiting Period*;
- 2B.7.3 Costs resulting from an Accident, Injury or Illness that;
 - 2B.7.3.1 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*;
 - 2B.7.3.2 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.

- 2B.7.4 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*;
- 2B.7.5 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, kittening, 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*;
- 2B.7.6 Any costs for the *Treatment* of false pregnancy if *Your Pet* has already received *Treatment* for two or more occurrences of false pregnancy;
- 2B.7.7 Costs for any *Treatment* relating to or resulting from breeding *Your Pet* and any complications that may occur as a result of these procedures;
- 2B.7.8 Costs in excess of the specified *Benefit Limit* as shown in *Your Schedule* relating to any *Treatment* for cruciate ligament damage;
- 2B.7.9 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;
- 2B.7.10 Any Illness resulting from Dentistry Treatment;
- 2B.7.11 Any Treatment received by Your Pet after the End Date;
- 2B.7.12 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;
- 2B.7.13 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;
- 2B.7.14 Costs of *Your Pet* being euthanased except when it is to alleviate incurable and inhumane suffering and *Your Vet* has recommended it; always excluding the costs of *Your Pet* being euthanased for financial reasons or because of behavioural problems;
- 2B.7.15 Costs of cremation and disposal, including post mortem costs, coffins or caskets;
- 2B.7.16 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;
- 2B.7.17 Costs for *Treatment* of *Conditions* arising from *Your Pet* being under or over the recommended weight range, except weight gain as a result of a diagnosed *Illness*;
- 2B.7.18 The cost of any diet food, even if prescribed, other than those detailed in section 2B.4;
- 2B.7.19 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*;
- 2B.7.20 Extra fees on external laboratory fees. We will only pay the external fee plus up to £20 for post, packaging and interpretation;
- 2B.7.21 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;
- 2B.7.22 Continuation Claims unless You have paid the required premiums to keep Your policy in force;
- 2B.7.23 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;
- 2B.7.24 Continuation Claims where the maximum Benefit Limit has been reached for that Condition;
- 2B.7.25 The Excess applicable to this section of cover;
- 2B.7.26 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;
- 2B.7.27 Any *Unlicensed Treatment* or any complications arising from this;
- 2B.7.28 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 complications arising from this Treatment;
- 2B.7.29 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.

Please note for Pets aged 6 years and over; a 20% 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 AN ACCIDENT OR ILLNESS (NOT BRONZE OR ACCIDENT ONLY COVER)

3.1 Cover

If Your Pet dies or is euthanased 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 euthanased, 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 euthanased.

Age of Pet at the date the Pet dies, is euthanased,	Deduction from price paid, fixed amount or amount
stolen or strays.	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 Ultimate within 30 days of the death of Your Pet.

3.2 Exclusions

The following are excluded from this section of cover:

- 3.2.1 Any cover under this Section of the policy if You have purchased a Bronze or Accident Only policy;
- 3.2.2 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;
- 3.2.3 Euthanasia due to behavioural problems or for financial reasons;
- 3.2.4 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*;
- 3.2.5 Death of *Your Pet* if aged 8 years and over at the time of death;
- 3.2.6 Any death resulting from breeding, pregnancy or giving birth;
- 3.2.7 Any claim if the death has been a result of preventative, routine or elective *Treatment*/procedure. See *Veterinary Fees*;
- 3.2.8 Any death caused by an *Illness/Clinical Signs* first noticed before the *Commencement Date* or within the first 10 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 Pets 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 (NOT BRONZE OR ACCIDENT ONLY COVER)

4.1 Cover

We will pay, up to the Benefit Limit as shown in the Schedule, 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.

4.2 Exclusions

The following are excluded from this section of 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 resulting from *You* or *Your* partner being pregnant, giving birth or receiving any treatment that is not a result of an injury or illness to *You*.

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 (NOT BRONZE OR ACCIDENT ONLY COVER)

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 to cover the cost for advertising and reward which leads to getting Your Pet back provided You have Ultimate's 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, even if tricked into parting with it by a third party, 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.

5.3 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 not be found within 45 days of being stolen or straying;
- 5.3.3 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;
- 5.3.4 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;

5.3.5 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 (NOT BRONZE OR ACCIDENT ONLY COVER)

6.1 Cover

We will pay up to the Benefit Limit as shown in Your Schedule for reasonable travel and accommodation expenses incurred 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, provide Us with 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*. These will be subject to maximum of 25p per mile for travelling expenses and £75 per night for accommodation expenses.

6.2 Exclusions

The following are excluded from this section of 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 incurred 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*.

SECTION 7 - OVERSEAS TRAVEL EXTENSION (NOT ACCIDENT ONLY COVER)

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 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 UK (or Channel Islands or Isle of Man if this is Your place of residence). Cover will cease at midnight on the 30th day of the Holiday duration.

7.2 Exclusions

- 7.2.1 More than the Benefit Limit as shown in the Schedule for emergency Veterinary Fees;
- 7.2.2 Any costs resulting from a *Holiday* that started before the *Commencement Date*;
- 7.2.3 Any costs for *Treatment* occurring outside the maximum *Holiday* duration of 30 days;
- 7.2.4 Any costs resulting from:
 - 7.2.4.1 An Injury or Illness that first showed Clinical Signs before Your Holiday started; or
 - 7.2.4.2 An Injury or Illness that is the same as or has the same diagnosis or Clinical Signs as an Injury, Illness or Clinical Signs Your Pet had before Your Holiday started; or
 - 7.2.4.3 An *Injury* or *Illness* that is caused by, relates to or results from an *Injury*, *Illness* or *Clinical Signs 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*.
- 7.2.5 The cost of food for *Your Pet*;
- 7.2.6 Costs resulting from an Illness that first showed Clinical Signs within the Waiting Period;
- 7.2.7 Any costs if the *Holiday* was made to obtain *Treatment* abroad;
- 7.2.8 Any costs to take Your Pet's body home if it dies;
- 7.2.9 Costs of cremation and disposal, including post mortem costs, coffins or caskets;
- 7.2.10 We will not pay for a claim that is caused by, connected to or resulting from:
 - 7.2.10.1 You not complying with any part of a Pet Travel Scheme whether imposed by the UK government, a transport company or other countries involved in the Pet Travel Scheme (PETS) or any legislation brought in by the Department For Environment, Food & Rural Affairs (DEFRA);
 - 7.2.10.2 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;

- 7.2.10.3 Travel outside European Union countries included in the Pet Travel Scheme (PETS);
- 7.2.10.4 You having to comply with any part of the Pet Travel Scheme (PETS) unless specifically covered by this policy;
- 7.2.10.5 Currency exchange rate differences.
- 7.2.11 The Excess applicable to this section of cover.

7.3 Notification of Claim Cost

If the total *Veterinary Fees* are likely to exceed £1,000 (at the exchange rate prevailing at the time of *Treatment*) *You* must inform *Ultimate* immediately on 0330 102 5745 for pre-authorisation as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

SECTION 8 - ACCIDENTAL DAMAGE (GOLD AND GOLD PLUS COVERS ONLY)

8.1 Cover

We will pay up to the Benefit Limit as shown in the Schedule for any costs incurred 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 from the claim 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 this section of 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 LIABILITY (DOGS ONLY)

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 Liability is shown in Your Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to any one original cause or source.

9.2 Specific Conditions

- 9.2.1 You must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident;
- 9.2.2 You must provide Us with any information relating to the claim We ask for including detail 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 reasonable 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.

9.3 Exclusions

This section shall not apply to liability in respect of:

- 9.3.1 Any compensation, costs or expenses:
 - 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 *You* have not followed advice given to *You* by previous owners of *Your* dog or by any rehoming organisation about *Your* dog's behavioural traits;
- 9.3.1.7 For an incident at Your workplace;
- 9.3.1.8 If *You* are insured under any other insurance policy that covers the same loss, unless that cover has been exhausted.

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 period of insurance. 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, wilful default or neglect by You;
- 9.3.2.3 As a result of *Your* dog's interaction with other animals;
- 9.3.2.4 As a result of any person handling *Your* dog without *Your* permission or consent;
- 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.

SECTION 10 - GENERAL CONDITIONS

10.1 General Conditions

- 10.1.1 If You pay the premiums by Direct Debit and You default on any payment, Ultimate will charge an administration fee. Please refer to Ultimate's Terms of Business for full details.
- 10.1.2 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 (Dogs Only).
- 10.1.3 A dog on a public highway must be on a collar and lead under control. Reasonable 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.
- 10.1.4 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, the Isle of Man, or the Channel Islands where You and Your Pet live permanently for at least 9 Months within the period of insurance.
- 10.1.5 You must inform Ultimate 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.
- 10.1.6 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, retaining any paid premiums or reducing the level of claim payments depending on the circumstances in respect of any period of cover.
- 10.1.10 If We have made any overpayments regarding claim settlements, this will be requested back in full and/or deducted from any future claims.
- 10.1.11 If a dispute arises and the dispute relates to any sum to be paid under this policy then it may be referred to a single arbitrator. The decision of the arbitrator shall be final and binding. Differences not referred to arbitration within 365 days of the date the difference occurred will be deemed to have been abandoned. Please note that this does not affect *Your* rights to refer *Your* claim to the Financial Ombudsman Service.

Where a dispute arises due to a difference of opinion between *Vets* then *We* shall appoint an independent *Vet* whose decision shall be binding. The costs of the independent *Vet* will be shared equally by *You* and *Us*.

10.1.12 When inviting renewal of this policy *We* may, at *Our* sole discretion amend the premium and/or terms and conditions of *Your* policy.

10.1.13 Rights of Third Parties

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

SECTION 11 - HOW TO CLAIM

- 11.1 In the event of an Accident, Injury, Illness, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, You must either:
 - 11.1.1 Download a claim form from www.theaa.com or submit Your claim online;
 - 11.1.2 Contact *Ultimate* by email at <u>aa@ultimateservices.co.uk</u>;
 - 11.1.3 Contact *Ultimate* by telephone on 0330 102 5745 and request *Ultimate* 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 *Ultimate* any information they may need
 - 11.1.4 Write to *Ultimate* at AA Pet Insurance, 5th Floor, Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE and request *Ultimate* to send *You* a claim form. Full instructions on how to complete the claim form will be provided. *You* must cooperate fully and truthfully to give *Ultimate* any information they may need.

11.2 Notification of Claims Cost

If the total *Veterinary Fees* are likely to exceed £1,000 (at the exchange rate prevailing at the time of *Treatment*) *You* must inform *Ultimate* immediately on 0330 102 5745 for pre-authorisation as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

SECTION 12 - CONDITIONS OF SETTLING CLAIMS

- 12.1 If requested by *Ultimate*, the *Vet* attending to *Your Pet* or the usual or previous *Vet* must, at *Your* expense, provide *Ultimate* with all information about *Your Pet*, including its full medical history or its *Treatment* as *Ultimate* may require.
- You and Your Vet will have to complete all applicable sections of Our claim form and submit the same to Ultimate before a claim can be assessed by Ultimate. 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 should be returned to Us without undue delay and in any event within 90 days of the incident occurring or Your renewal if sooner.
- 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 must provide Us with documentary 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.

SECTION 13 - GENERAL EXCLUSIONS

- **13.1** Any Pre-existing Conditions.
- 13.2 Any claims for Illness displaying Clinical Signs within 10 days of the Commencement Date.
- **13.3** Any claims arising from *Your Pet* being neutered or spayed.
- Any claim arising as a result of any sexually transmitted disease, rabies, Aujesky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease as listed by the Department for Environment, Food & Rural Affairs (DEFRA).
- **13.5** 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.
- 13.6 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 13.7 We will only pay costs which are incurred as a direct consequence of the event which led to the claim You are making under this policy.
- 13.8 Any claims arising as a result of Your Pet undergoing organ transplants or any experimental surgical procedures.
- 13.9 Any loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - b) war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- **13.10** Any loss, *Injury*, damage, *Illness*, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to:
 - 13.10.1 An epidemic, pandemic or other such health warning, and declared as such by the Department of Health and Children and/or the World Health Organisation;
 - 13.10.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
 - 13.10.3 Any action taking 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.

- 13.11 Where You have not followed advice given to You by previous owners of Your Pet or by any re-homing organisation.
- **13.12** Any costs arising as a result of a disease transmitted from animals or birds to humans.
- 13.13 Payments where We have not received the correct premium before the start of each Policy Period.
- 13.14 Payments under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.
- 13.15 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.
- **13.16** 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.

13.17 Excluded Pets

- 13.17.1 Any dogs used for trade, profession or business.
- 13.17.2 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.
- 13.17.3 Any dogs used for guarding, racing, coursing or beating whether for business or recreational purposes.
- 13.17.4 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* resulting from or relating to breeding, whelping or kittening.
- 13.17.5 The following dogs, as outlined in the Dangerous Dogs Act 1991, and/or any dog 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.

- 13.17.6 In addition, the following types/breeds and/or any dogs crossbred from these are also excluded from cover under any and all sections 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
- 13.18 Any Pet less than 8 weeks old.
- 13.19 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.
- **13.20** The applicable *Excess*, as shown in *Your Schedule*.
- 13.21 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.

13.22 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).

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 and an administration charge will be made as detailed in *Ultimate's* Terms of Business. Where a claim has been made, the remaining premium for the policy year will be charged.
- 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 *Ultimate's* 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 Ultimate's 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. Ultimate will charge an administration fee. Please refer to Ultimate's Terms of Business for full details.
- 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 Ultimate's Terms of Business. If You wish to cancel Your policy please contact Ultimate's offices using the details below.
- 15.3 If You wish to cancel Your policy and a claim has been made, including if Your Pet has died, is stolen, has strayed, or if a claim is made against You, the remaining premium for the policy year will be charged in the month of the cancellation notification. If You wish to cancel Your policy please contact Ultimate's offices either in writing by post to Ultimate Pet Partners Limited, 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE, or by email to cancellations@ultimateservices.co.uk or by telephone on 0330 102 5762.

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 0330 102 5743.
 - **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 contact a *Vet* call 0330 102 5742

SECTION 17 - VET ADVICE LINE

This benefit is only available for policies with an inception date on or before 31 December 2014

17.1 Included in Your policy is a Pet advice service, provided by Vetadviceline, for those times when taking Your Pet to Your normal Vet is not possible or practical - You may contact Vetadviceline's veterinary nurses at any time, who will give You advice about Your Pet's health and welfare. This service is available 24 hours a day, every day of the year.
Vetadviceline's telephone number is 0344 445 7453.

SECTION 18 - COMPLAINT HANDLING PROCEDURE

If You have a complaint please follow this procedure:

- 18.1 If You are unhappy with any part of Our service please write to the Complaints Department at Ultimate Pet Partners Limited, 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE. Alternatively You can call on 0330 102 5741 or email complaints@ultimateservices.co.uk. If You have a complaint in respect of Section 9 Third Party liability (Dogs Only) write to Ageas Insurance Limited, Commercial Insurance Claims Centre, 1 Port Way, Port Solent, Portsmouth, Hampshire, PO6 4TY or telephone 0344 748 0117
- 18.2 If You remain dissatisfied, You may then refer Your complaint to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, telephone 0800 023 4567 from a landline or 0300 123 9123 from a mobile phone. Details on how to progress Your complaint to the Financial Ombudsman Service will be provided by Ultimate Pet Partners Limited/Ageas Insurance Limited, as applicable, or can be found at www.financial-ombudsman.org.uk.

18.3 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.

18.4 *Your* legal rights are unaffected.

SECTION 19 - OTHER INFORMATION

How We protect Your Privacy

Ultimate is registered under the Data Protection Act 1998, number: Z1649575

Purpose of Collection

Ultimate collect, store and use Your personal information in order to consider Your application for insurance and to administer insurance services to You, including claims investigation and management. Ultimate may also use this information for secondary purposes related to the purposes listed above, such as offering You additional insurance or insurance-related products or services that We believe You might be interested in considering. This will always be done as permitted by the relevant privacy legislation.

Disclosure

In conducting business *Ultimate* may communicate *Your* personal information to organisations to whom *We* may outsource certain functions or to associated companies. Any such communication is performed with strict adherence to *Our* privacy policy.

Language

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

Opt Out

If You don't want to receive information on any of Our new products or services You can tell Ultimate on Your Application Form or by e-mailing customerqueries@ultimateservices.co.uk.

Updating Your Records

If You think Ultimate's records are wrong or out of date, particularly Your contact details, You must contact Ultimate immediately to correct them. You can do this by calling 0330 102 5741 or by emailing customerqueries@ultimateservices.co.uk.

Altering Your Policy

Should *You* wish to alter this policy please contact *Ultimate's* office. This can be done in writing by post to Ultimate Pet Partners Limited, 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE, or by email to <u>customerqueries@ultimateservices.co.uk</u> or by telephone on 0330 102 5741. If *You* have not received an acknowledgement from *Ultimate* within 14 days, *You* must post the details by recorded delivery. An administration charge will be made for any policy alteration as detailed in *Ultimate's* 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 reasonable care in response to the questions and statements concerning this insurance. If You fail in Your duty of taking reasonable 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 provide *Us* with 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 monthly policies. 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. As this is a monthly contract, the policy will automatically continue for each month for which You have paid the premium due. 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

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

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

Ultimate Insurance Company Limited (FCA No. 522727) is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme. Ultimate Insurance Company Limited is registered in Gibraltar under company number 103362 and their registered office is situated at Suite 913, Europort, Gibraltar, Home State; Gibraltar.

Section 9 of *Your* Policy is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, Registered in England and Wales No. 354568.

Ultimate Insurance Company Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. 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 underwriters, both Ultimate Insurance Company Limited and Ageas Insurance Limited are responsible for this policy document.

About the Administrator

Ultimate Pet Partners Limited (FCA No. 493636) are an Appointed Representative of Ultimate Insurance Solutions Limited (FCA No. 311368) who are authorised and regulated by the Financial Conduct Authority. If *You* have any questions please call *Our* friendly customer service team on 0330 102 5741, Monday to Friday 8:00am to 9:00pm or Saturday 9:00am to 2:00pm; or visit *Our* website www.aapetinsurance.com; or email *Us* at customerqueries@ultimateservices.co.uk. *Ultimate* provides administration, customer services and claims services on Ultimate Insurance Company Limited's behalf.

Changes to the Policy

If there are changes to Your policy which alter the risk covered, We may either decline any insurance risk or make changes to the premium and the terms quoted.

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 (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).