## AA INSURANCE SERVICES LIMITED

## IN ASSOCIATION WITH INSURANCE FACTORY LIMITED

Policy Booklet NumberAA/IFL/WSBPolicy Booklet Effective DateJuly 2023

# Policy Wording

## **This is Your Policy Document**

This document tells you what you can and cannot claim for under **Your** policy. This document, together with **Your** application for cover and **Schedule**, forms the policy and should be read as one document. The **Schedule** shows 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 "what words mean" section of this document. **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 Insurance Factory 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 other exclusions.

## **Consumer Insurance**

(Disclosure and Representations) Act 2012

In entering into this contract **You** are under a duty to take all care in answering all questions in relation to this insurance honestly and to the best of **Your** knowledge. This includes anything that appears within **Your Policy Schedule** 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 0330 102 5741. Calls may be monitored or recorded for training and quality purposes.

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 Insurance Factory 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 Insurance Factory 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 what we will not cover, 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 Limit**s noted on the **Schedule** as per the policy terms and conditions as set out in this document.

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Cover Levels	Accident Only	Bronze	Silver	Silver Plus	Gold	Gold Plus
Veterinary Fees	£2,000	£1,000	£3,000	£3,000	£5,000	£5,000
Excess	£100	£100	£100	£100	£100	£100
Co novement	20% for pets aged	20% for pets aged	20% for pets aged	20% for pets aged	20% for pets aged	20% for pets aged
Co-payment	6 years and over	6 years and over	6 years and over	6 years and over	6 years and over	6 years and over
Cruciate ligament treatment	£500	£500	£3,000	£3,000	£5,000	£5,000
CT & MRI Scans and associated	£500	£250	£750	£750	£1,250	£1,250
costs						
Complementary Medicine	£250	£200	£300	£300	£500	£500
Special Diet			£100	£100	£100	£100
Dentistry	As a result of an	As a result of an	As a result of an	As a result of an	As a result of an	As a result of an
Dentisti y	accident only	accident only	accident only	accident only	accident only	accident only
Third Party Legal Liability (dogs	£1,000,000	£1,000,000	£1,000,000	£1,000,000	£1,000,000	£1,000,000
only)						
Third Party Legal Liability	£250	£250	£250	£250	£250	£250
Excess						
Death of Pet (only available for	Nil	Nil	£250	£250	£1,000	£1,000
pets up to 8 years of age)						
Emergency Boarding	Nil	Nil	£250	£250	£750	£750
Kennel/Cattery Fees						
Holiday Cancellation	Nil	Nil	£250	£250	£2,000	£2,000
Loss by Theft or Straying	Nil	Nil	£250	£250	£750	£750
Advertising and Reward	Nil	Nil	£100	£100	£250	£250
Accidental Damage	Nil	Nil			£500	£500
Overseas Travel	Nil	£1,000 / 30 days /	£2,000 / 30 days /			
		2 trips				

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 single, unexpected event which happens during the period of insurance resulting in injury or death to Your pet

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 incident 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 monthly.

Breeding means any pet that has had more than 2 litters in its lifetime.

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 to Your pet or the first sign of an illness.

**Co-payment** means the percentage amount **You** have to pay, as shown in **Your** Schedule, towards the costs of the **Veterinary Fees** in addition to the **Excess**. This amount will be deducted from the claim settlement.

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

**Excess** means the amount **you** have to pay as part of certain claims made under the **policy** as shown in **Your Policy Documents** and will be payable each year for each **illness**, accident or injury.

Holiday means a pleasure trip outside of the United Kingdom which starts from and ends at Your address as shown in Your Policy Documents.

**Illness** means any changes in **Your** pet's state of health which are not caused by an **accident**. Please note that **Illness** is not covered on **Accident** Only policies.

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**Injury** means Clinical signs or symptoms of changes in **Your** pet's normal state of health resulting from an accident including multiple **injuries** resulting from one accident.

Insurance Factory means Insurance Factory Limited (FCA No. 306164), working on behalf of AA as the insurance administrators.

Period of Insurance means the period for which Your pet is covered as shown on Your Policy Schedule. Each renewal is the start of a new period of insurance.

Pet means Your dog or cat who lives with you all of the time at the address shown in Your policy 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.

**Pre-existing Condition** means any **illness** or **injury** or issue directly resulting from another **injury** or **illness**, whether diagnosed or undiagnosed or that has been identified or investigated by a **vet** or is otherwise known to **you** prior to the start of the insurance.

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

**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.

**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.

**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.

**We, Our, Us** means **Insurance Factory**: acting as administrators for: 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). These details can be checked on the Financial Services Register at <u>www.fca.org.uk</u> or the Prudential Regulation Authority on 020 7601 4444. West Bay Insurance Plc. is a member of the Association of British Insurers.

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 (TREATMENT TO YOUR PET) (ACCIDENT ONLY COVER)

## 2A.1 Cover

We will pay you for charges made for treatment to Your pet, carried out by either a vet or qualified specialist. Some specific types of treatment or charges do have limitations, which are detailed below.

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.

The following example explains how to calculate co-payment that **you** would pay using a valid Veterinary Fee of £400

Amount Claimed	£400
Less Excess £100	£300
Less Co-payment 20% = £60	£240
Total paid by <b>You</b>	£160
Total paid by <b>Us</b>	£240

#### 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 necessary, essential and not excessive.

We have the right to deduct any costs over 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.

## 2A.3 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 used up and Your Pet needs a CT/MRI Scan relating to the cruciate this will not be covered.

### 2A.4 Dental treatment

We will pay up to the **Benefit Limit** as shown in **Your Schedule** for **Dental 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 **Dental treatment** or **Illness** resulting from this

#### 2A.5 Exclusions

The following are excluded from this section of cover:

- 2A.5.1 Costs resulting from an **Illness** or any **Accident/Injury** relating to or caused by an **Illness**;
- 2A.5.2 Costs over the specified **Benefit Limit** as shown in **Your Schedule** relating to any **Treatment** for cruciate ligament damage;

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2A.5.3 Costs resulting from any **injuries** from which **Your** pet previously suffered arising before **Your policy** started, or within the first 24 hours of **Your insurance policy**.

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.5.4 Costs resulting from or related to any excluded **Condition** as shown in the **Schedule**;
- 2A.5.5 Costs for cosmetic, elective, preventative or routine **Treatment** and any claims as a result of these procedures unless specifically noted on the **Schedule**. This includes vaccinations, and failure to vaccinate.
- 2.A.5.6 Any costs for neutering or spaying **Your pet** unless these procedures are part of the **treatment** specifically for pyometra or cryptorchidism. No other **condition** will have neutering or spay costs covered.
- 2.A.5.7 Any claim or **treatment** for cryptorchidism (retained testicles) unless **Your pet** was insured with **us** before they were 12 weeks of age.
- 2.A.5.8 Any costs for bathing, grooming, or de-matting **Your pet**.
- 2A.5.9 Costs for any **Treatment** relating to or resulting from **breeding Your Pet** and any issues that may occur as a result of these procedures;
- 2A.5.10 Any dental treatment, unless required as a direct result of an Accident or Injury to Your Pet;
- 2A.5.11 Any routine, preventative or cosmetic **dental treatment**;
- 2A.5.12 Any **Treatment** after **Your** policy has ended.

- 2A.5.13 The cost of any **Treatment** for behavioural problems or for any **Condition**s arising as a result of this.
- 2A.5.14 Costs for any **treatment** outside normal veterinary surgery hours, unless **Your vet** can explain how not seeing **Your pet** straight away would have endangered **Your pet's** health. If this **treatment** was not essential, **we** will cover the normal consultation fees only.
- 2A.5.15 Costs of **Your Pet** being euthanised except when it is to stop it suffering and **Your Vet** has recommended it; always excluding the costs of **Your Pet** being euthanised for financial reasons, because of behavioural problems, or if this was caused by a **pre-existing condition** or **condition** not covered by the insurance.
- 2A.5.16 Costs of cremation and disposal, including post mortem, burial fees, coffins or caskets;
- 2A.5.17 Costs which are not supported by an original receipt or invoice itemising the **Treatment** costs incurred;
- 2A.5.18 Costs incurred as a result of **Your** failure to carry out **Treatment** or recommendations to adjust **Your Pets** weight in accordance with **Your Vets** advice;
- 2A.5.19 The cost of any diet food;
- 2A.5.20 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.5.21 Extra fees on external laboratory fees. **We** will only pay the external fee plus up to £20 for post, packaging and interpretation;

- 2A.5.22 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.5.23 **Continuation Claims** unless **You** have paid the required premiums to keep **Your** policy in force;
- 2A.5.24 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.5.25 The Excess and Co-Payment applicable to this section of cover;
- 2A.5.26 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.5.29 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.
- 2A.5.30 Costs over the **Benefit Limit** shown in the **Schedule** in any **Policy Period**.

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 Dental treatment) which is in addition to the deduction of the applicable standard Excess and will also apply to all Continuation Claims.

## SECTION 2B – VETERINARY FEES (TREATMENT TO YOUR PET) (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, Silver, Gold, Silver Plus, and Gold Plus Covers

We will pay you for charges made for treatment to Your pet, carried out by either a vet or qualified specialist. Some specific types of treatment or charges do have limitations, which are detailed below.

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

The following example explains how to calculate co-payment that **you** would pay using a valid Veterinary Fee of £400

Amount Claimed	£400
Less <b>Excess</b> £100	£300
Less <b>Co-payment</b> 20% = £60	£240
Total paid by <b>You</b>	£160
Total paid by <b>Us</b>	£240

### 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 necessary, essential and not excessive.

We have the right to deduct any costs over a 100% mark up on the manufacturer's or wholesaler's price of veterinary medicines. This will include any dispensing fees.

### 2B.3 Dental treatment

We will pay up to the **Benefit Limit** as shown in **Your Schedule** for **Dental treatment 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 **Dental treatment** or **Illness** resulting from **Dental treatment Treatment**.

### 2B.3 Special Diet (Silver, Gold, Silver Plus & Gold Plus)

We will contribute to the cost of Your Pet's prescription food, up to a maximum of £100 per Condition (and per year for Silver Plus & Gold Plus), 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 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.

#### 2B.4 Exclusions

The following are excluded from this section of cover:

- 2B.6.1 Costs caused by an Accident, Injury or Illness that first showed Clinical Signs before the Commencement Date;
- 2B.6.2 Costs caused by **Illnesses** or pre-existing conditions which **Your** pet previously suffered from arising before **Your** policy started, or during the first 10 days of **Your** insurance policy
- 2B.6.3 Costs resulting from an accidents or pre-existing conditions which Your pet previously suffered from arising before Your policy started, or during the first 24 hours of Your insurance policy.
  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.6.4 Costs resulting from or related to any excluded **Condition** as shown in the **Schedule**;
- 2.B.6.5 Costs for cosmetic, elective, preventative or routine and any claims as a result of these procedures unless specifically noted on the **Schedule**. This includes vaccinations, and failure to vaccinate.
- 2.B.6.6 Any costs for neutering or spaying **Your pet** unless these procedures are part of the **treatment** specifically for pyometra or cryptorchidism. No other **condition** will have neutering or spay costs covered.
- 2.B.6.7 Any claim or **treatment** for cryptorchidism (retained testicles) unless **Your pet** was insured with **us** before they were 12 weeks of age.
- 2.B.6.8 Any costs for bathing, grooming, or de-matting **Your pet**.
- 2B.6.9 Any costs for the **Treatment** of false pregnancy if **Your Pet** has already received **Treatment** for two or more occurrences of false pregnancy;
- 2B.6.10 Costs for any **Treatment** relating to or resulting from **breeding Your Pet** and any issues that may occur as a result of these procedures; Page 17 of 57

- 2B.6.11 Costs over the specified **Benefit Limit** as shown in **Your Schedule** relating to any **Treatment** for cruciate ligament damage;
- 2B.6.12 Any **dental 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 Treatment**; or scaling and polishing teeth will not be covered;
- 2B.6.13 Any Illness resulting from Dental treatment
- 2B.6.14 Any **Treatment** after **Your** policy has ended.
- 2B.6.15 The cost of any **Treatment** for behavioural problems or for any **Condition**s happening as a result of these;
- 2B.6.16 Costs for any **treatment** outside normal veterinary surgery hours, unless **Your vet** can explain how not seeing **Your pet** straight away would have endangered **Your pets** health. If this **treatment** was not essential, **we** will cover the normal consultation fees only.
- 2B.6.17 Costs of **Your Pet** being euthanised except when it is to stop it suffering and **Your Vet** has recommended it; always excluding the costs of **Your Pet** being euthanised for financial reasons, because of behavioural problems, or if this was caused by a **pre-existing condition** or **condition** not covered by the insurance.
- 2B.6.18 Costs of cremation and disposal, including post mortem, burial fees, coffins or caskets;
- 2B.6.19 Costs where **you** cannot give us an original receipt or invoice itemising the **Treatment** costs **you** had to pay;

- 2B.6.20 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;
- 2B.6.21 The cost of any diet food, even if prescribed, other than those detailed in section 2B.4;
- 2B.6.22 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.6.23 Extra fees on external laboratory fees. **We** will only pay the external fee plus up to £20 for post, packaging and interpretation;
- 2B.6.24 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.6.25 **Continuation Claims** unless **You** have paid the required premiums to keep **Your** policy in force;
- 2B.6.26 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;

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- 2B.6.27 **Continuation Claims** where the maximum **Benefit Limit** has been used up for that **Condition**;
- 2B.6.28 The **Excess** and **Co-Payment** applicable to this section of cover;

- 2B.6.29 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.6.30 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.
- 2B.6.31 Costs over the **Benefit Limit** shown in the **Schedule** in any **Policy Period**.

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 Dental treatment) 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 because of accident, illness, or as a result of Your vet putting Your pet to sleep to stop it suffering.

We will pay:

- 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	Deduction from price paid, fixed amount or	
euthanised, stolen or strays.	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**;

## 3.2 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; or in the event that this was caused by a **pre-existing condition** or **condition** not covered by the insurance.
- 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; unless this was caused by an accident.
- 3.2.6 Any death caused by **breeding**, pregnancy or giving birth;
- 3.2.7 Any claim if the death has been caused by 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 during the first 10 days of the policy
- 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

If you or a family member who permanently lives at Your address are hospitalised for more than 4 consecutive days, we will pay for Your pet to be looked after by a registered kennel/cattery, if there is no one else living with you who can do so.

### 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 costs if **you** or **Your** family member goes into hospital for any reason, illness or injury that was known to **you** before **Your policy** first started.
  - 4.2.1.3 Any claim under this section during the first 14 days of the start of **Your policy.**
- 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 Any costs if the hospitalisation is the result of pregnancy, giving birth, alcoholism, drug abuse, drug addiction, attempted suicide or self-harm.
- 4.2.2.4 Any amount if the Boarding Kennels/Cattery/**Pet** minding business are not licensed.
- 4.2.2.5 Any costs not supported by invoices/receipts from the business who looked after **Your pet.**
- 4.2.2.6 Any costs if **you** do not provide **us** with documents from the hospital showing when the admission and discharge took place.

## SECTION 5 – ADVERTISING AND REWARD COVER (IF YOUR PET IS LOST OR STOLEN) (NOT BRONZE OR ACCIDENT ONLY COVER)

5.1 Cover

If Your pet is lost or stolen, we will pay you back what you spent for advertising in a local newspaper, making posters or any other costs for the recovery of Your pet (previously agreed by us). If you need to claim under this section, please call us to agree how you plan to use this benefit. We will also agree an amount for a reward to be offered for recovery of Your pet up to the maximum amount as shown on Your chosen policy. The monetary limit shown on **Your** chosen policy is an overall limit for both of these **benefits**, however there is a limit of £50 for the cost of advertising materials (to make posters/flyers etc.).

If you wish to use an animal location service, these costs must be agreed by <u>us</u> before they start work. You must send us a full estimate listing what they plan to do and we will tell you what we will cover. Failure to do so may mean Your claim is not settled.

- 5.2.1 Any costs for repayment of money **you** have spent trying to find **Your pet** if **we** have not agreed to the way **you** are doing this.
- 5.2.2 Any costs for advertising materials exceeding £50
- 5.2.3 Any costs if **you** cannot send **us** invoices or receipts to show what **you** have paid for materials/advertising.
- 5.2.4 Any reward payment to anyone who is a member of **Your** family, or by any person employed by **you**, living with **you**, or otherwise known to **you**.
- 5.2.5 Any reward payment to the person who was caring for **Your pet** when it was lost or stolen.
- 5.2.6 Any reward payment to the person or persons who stole, or was involved in, the theft of **Your pet**.
- 5.2.7 Any reward payment that was not agreed by **us**.

5.2.8 Any reward payment where **you** can't give us a signed receipt giving the full name, address, email address and telephone number of the person who found **Your pet**, so **we** can contact them.

## SECTION 5 - LOSS BY THEFT OR STRAYING (IF YOUR PET IS LOST OR STOLEN) (NOT BRONZE OR ACCIDENT ONLY COVER)

#### 5.1 Cover

We will pay you up to the purchase price or the maximum sum shown on Your chosen policy, 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, in respect of the permanent loss of Your pet due to being lost or stolen and after no recovery has been made after 45 days.

You must have claimed under "Section 5 – Advertising and Reward Cover" before you are able to use this benefit.

You must be able to prove you have tried to find Your pet by telling local rescue centres and for dogs, Your local dog warden. In the case of theft, you must tell the Police and get from them a crime reference number.

This benefit can only be paid once per **period of insurance.** 

If you are unable to provide us with formal proof of the amount paid for Your pet, we will pay 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.

If Your pet is found or has returned after claiming, you must repay for us the full amount we have paid out under this section of the policy.

- 5.2.1 Any costs for theft which did 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 costs if **you** or the person looking after **Your pet** has deliberately lost them, given them away or sold them.
  - Any costs for the theft of **Your pet** where it was not reported to the police, and **you** are unable to give **us a** crime reference number.
  - Any costs for **Your pet** straying, where it was not reported to local rescue centres and for dogs, **Your** local dog warden. **You** will need to prove this in order for **Your** claim to be considered.
- 5.2.4 Any claim where the **Pet** is aged 8 years and over at the time of loss.
- 5.2.5 **Your Pet** must not be found within 45 days of being stolen or straying.

# SECTION 6 - HOLIDAY CANCELLATION COVER (NOT BRONZE OR ACCIDENT ONLY COVER)

#### 6.1 Cover

We will pay you up to the amount shown on you up to the amount shown on Your chosen policy for the costs you have to pay to cancel or cut short Your holiday if:

- You cancel Your holiday within 14 days of you leaving to go on holiday or;
- You come home early because Your vet believes Your pet needs lifesaving treatment or lifesaving surgery.

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** in any one **Policy Period**. These will be subject to maximum of 25p per mile for travelling expenses and £75 per night for accommodation expenses.

- 6.2.1 Any Holiday costs where the Holiday was booked less than 28 days before You leave;
- 6.2.2 Any costs if **you** can claim these back from anywhere else, for example, **Your** travel insurance.

- 6.2.3 Any additional cancellation charges **you** had to pay because **you** did not tell the company providing **Your** transport or accommodation, their agents or any person acting for **you**, as soon as **you** knew **you** had to cancel **Your holiday.**
- 6.2.4 Any costs for anyone else that is on **Holiday** with **You** or is going to be on **holiday** with **you**. Unless they are under 18 years of age and no other adult is able to take care of them.
- 6.2.5 Any costs if **Your pet** does not have lifesaving **treatment** or lifesaving surgery which result in **you** cancelling **Your holiday** or returning home early.
- 6.2.6 Any costs if **Your 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 costs if the **treatment** was for an **illness** or **accident** that is not covered on **Your** policy.
- 6.2.9 Any additional costs which **you** had to pay, e.g. if **you** fail to arrive on time at the airport / ferry port.
- 6.2.10 Any claim more than one year after **you** return.
- 6.2.11 Any costs if **you** cannot provide **us** with all invoices and receipts for the amount **you** are claiming. **You** must provide **us** a booking invoice for the **holiday**, showing any cancellation charges. **You** must also provide **us** with confirmation and (where applicable) proof that **you** are unable to claim these costs back from **Your** travel providers.

# SECTION 7 - OVERSEAS TRAVEL EXTENSION (COVER FOR YOUR PET WHILST TRAVELLING ABROAD) (NOT ACCIDENT ONLY COVER)

#### 7.1 Cover

Any costs in the events **Your pet** requires **treatment** whilst outside the UK.

Cover overseas is for a maximum period of 30 days on all **policies**, and a maximum of 2 **holidays** in total per **policy period**.

We will pay up to the maximum benefit limit as shown in the schedule per policy period towards the costs of emergency treatment.

- 7.2.1 Any costs over 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 **start Date**;
- 7.2.3 Any costs for **Treatment** occurring outside the maximum **Holiday** duration of 30 days;
- 7.2.4 Any costs resulting from an **injury** or **illness** not covered under the policy.
- 7.2.5 Any costs if **you** are unable to provide invoices/receipts showing the **treatment** given to **Your pet** and the cost.
- 7.2.6 The **Excess** and **Co-Payment** applicable to this section of cover.

# 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.

- 8.2.1 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

We will pay up to £1,000,000 for damages and costs ordered to be paid by any court in the UK. We will make this payment if Your pet (dogs only) is found to be to blame for any injury or damage that happened during the **period of insurance**, to the following:

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** 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 to anyone that Your pet was at fault, offer any payment, make a payment, or try to agree a payment;
- 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 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 straight away 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.
- 9.2.6 You must pay any policy Excess due under this section of the policy, as shown on Your policy Schedule, 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 incurred 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 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 **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 rehoming 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 resulting from **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 "What we will not cover" section.

9.3.5 The cost of fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages; Page 35 of 57

- 9.3.6 Any claim or other proceedings against You or Your immediate family lodged or prosecuted in a court outside the United Kingdom.
- 9.3.8 Any amount over the Third Party Legal Liability limit of Cover, shown on **Your Schedule**, in respect of all claims occurring under section 9 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 "What We Ask Of You" section does not apply to Section 9 - Third Party liability (Dogs Only).

- 10.1.2 A dog on a public highway must be wearing a collar (with the name and address of the owner engraved on it or engraved on a tag) and lead and be 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. You must make sure that **Your** dog is muzzled, where this is recommended, when in public or on walks.
- 10.1.3 You must own **Your** pet and both you and **Your** pet must live at all times at the address shown on **Your** policy schedule.
- 10.1.4 You must contact us as soon as you are aware of any changes that need to be to Your policy, such as Your postal address, phone number or email address. In the event of a change in Your pet's or Your details, this may affect the premium for the rest of the period of insurance.
- 10.1.5 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**.
- 10.1.6 You must take Your pet for regular annual check-ups and keep Your pet vaccinated as advised by Your vet. There is no cover provided for these diseases in the event that the required vaccinations have not been administered to Your pet. Homeopathic vaccines are not acceptable.
- 10.1.7 You must ensure that Your Pet is treated regularly to prevent worms, ticks and fleas and if there is a risk of contagion, to keep Your Pet isolated from the same.

- 10.1.8 You must not misrepresent, misstate, omit or conceal any Information from the application for this insurance or when renewing it or claiming against it. In entering into the contract and under the Consumer insurance (Disclosure and Representations) Act 2012, you are under a duty to take all care in answering all questions in relation to this insurance honestly and to the best of Your knowledge. This includes anything that appears within Your policy schedule 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 representation, please contact us.
- 10.1.9 If **We** have made any overpayments regarding claim settlements, **we** will contact **you** to discuss the best way for that money to be paid back to **us**.
- 10.1.10 If we offer further periods of insurance, we may change the premium, fixed excess and terms and conditions as Your pet gets older, and to allow for future increase in treatment costs.

### 10.1.11 **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.

### 10.1.12 Traveling 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** outside the UK

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

- 10.1.13 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 proof 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 incurred 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.
- 10.1.14 Following a claim, we may try to get back any money we have paid from the person(s) that injured Your pet.

# **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:
  - 11.1.3 Contact **Insurance Factory** by email (aa@insurancefactory.co.uk) or telephone (0330 102 5745) and request **Insurance Factory** 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 **Insurance Factory** any information they may need.

- 11.1.4 You can also write to Insurance Factory at AA Pet Insurance, 2<sup>nd</sup> Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN, and request Insurance Factory 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 Insurance Factory any information they may need.
- 11.2 For illnesses that cover more than one part of Your pet's body and bilateral illnesses which cover the eyes, ears or legs shall be treated as the same illness and we will charge only one fixed excess for each period of insurance. This is the definition as to how benefits are provided under this policy of insurance. If the condition diagnosed by Your veterinary surgeon is the same as a previous condition, they will be treated as the same condition even if the problem is to a different part of Your pet's body. For example: if Your pet has a growth on the left ear and at a later date a similar growth is found on the right ear both will be considered, in benefit terms, as the one condition. Benefit limits and the start date for the condition will apply from the date that the left ear growth was found no matter what the time difference is between both diagnoses. If, when making Your claim there is a disagreement between Your vet and us, an independent vet chosen by us will be appointed and act as arbiter, whose decision both you and we must keep to.

### 11.3 Data consent

When dealing with any claim we may have to do the following which we must ask you to agree to:

- Ask **Your** current or previous veterinary practice, specialist, breeder or rescue centre for details about **Your** pet which relate to the claim you have made. If the vet charges for this information, you will be responsible for the costs.
- Transfer details of Your claim between us and Your veterinary practice using a third party system by electronic means.

# SECTION 12 – OUR CONDITIONS FOR SETTLING CLAIMS

- **12.1** If requested by **Insurance Factory**, the **Vet** attending to **Your Pet** or the usual or previous **Vet** must, at **Your** expense, provide **Insurance Factory** with all information about **Your Pet**, including its full medical history or its **Treatment** as **Insurance Factory** may require.
- 12.2 You and Your Vet will have to complete all applicable sections of Our claim form and submit the same to Insurance Factory before a claim can be assessed by Insurance Factory. 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.
- 12.5 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 proof to support that the Accident/Injury occurred after the policy was incepted.

SECTION 13 – WHAT WE WILL NOT COVER

**13.1** Any **Pre-existing Conditions**.

- 13.2 Any claims for Illness displaying Clinical Signs before or during the first 10 days of the Commencement Date.
- **13.3** Any claims for an **Accident** which happens during the first 24 hours of the **Commencement Date**.
- **13.4** Any claims arising from **Your Pet** being neutered or spayed, including any issues or **conditions** that are the result of these procedures.
- **13.5** Any claim as a result of a 'notifiable' disease (as defined by DEFRA https://www.gov.uk/government/collections/notifiable-diseases-in-animals) e.g. rabies.
- **13.6** We will not pay any claims where fraud has been committed against us or where false information has been provided to us. For more information, please view "SECTION 19 OTHER INFORMATION" under the heading "Fraud".
- **13.7** Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- **13.8** Any costs for any **treatment** or **complementary therapy** connected to or resulting from organ transplants and fitting full or partial artificial limbs (prosthesis) with the exception of costs relating to replacement hip, elbow and or knee joints including pre and post-operative care.
- **13.9** Any costs arising as a result of experimental surgical procedures.
- **13.10** Any claims where **injury** or **illness** is due to war, invasion, act of foreign enemy, hostilities (whether this was declared or not), civil war, rebellion, **terrorism**, revolution, insurrection or military or usurped power.

- **13.11** Any claims where **injury** or **illness** is due to ionising radiations or contamination by radioactivity from any fuel or from any nuclear waste from the combustion of nuclear fuel.
- **13.12** 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 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.

- **13.13** Where **You** have not followed advice given to **You** by previous owners of **Your Pet** or by any re-homing organisation.
- **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 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.

### 13.16 Excluded Pets

- 13.18.1 Any pets being used for **breeding**, guarding, track racing, coursing, beating, or used in connection with any business, trade, profession, or occupation (whether **you** are paid for such purposes or not).
- 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 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.

13.18.4 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
- **13.19** 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**.
- **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.
- **13.23** Any pet that has previously shown signs of aggressive behaviour, been trained to attack or is used for guarding.

- **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 and carry out any activity that the SIA licence allows.
- **13.25** Any charge for surgical equipment that can be used more than once.
- **13.26** 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.
- **13.27** Any claims made for any event, **Accident**, **Illness**, incident or **Injury** that happens outside of the **Policy Period**.

## **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. 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 Insurance Factory'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 Insurance Factory'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. Please refer to Insurance Factory '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 detailed in **Insurance Factory's** Terms of Business. If **You** wish to cancel **Your** policy please contact **Insurance Factory's** 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 **Insurance Factory's** offices either in writing by post to Insurance Factory Limited, 2<sup>nd</sup> Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN, or by email to <u>cancellations@insurancefactory.co.uk</u> or by telephone on 0330 102 5762.
- 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; this may include an email address given by you to accept mail. 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 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.

## I'm having financial difficulty.

If you are paying for this insurance monthly and you think you may be unable to meet **Your** regular policy payments, please contact us as soon as possible. We have specialists on hand who can agree how best we can help with **Your** financial situation. There are several ways we may be able to help, including moving **Your** payment dates. Don't wait until you miss a payment as we can help you in advance. We ask that you don't cancel **Your** payments or direct debits as this can result in **Your** policy being cancelled and we don't want you to be left uninsured, please get in touch with us as soon as you can. If you're paying annually, please review **Your** cover and check that it meets **Your** requirements, and again, please contact us to discuss how we can help you. Additional financial help is available externally from Money Helper which is a free service provided by the Money and Pensions Service: www.moneyhelper.org.uk/debt-advice-locator.

# **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 - 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 Manager, Insurance Factory Limited, 2<sup>nd</sup> Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN. Alternatively **You** can email <u>complaints@insurancefactory.co.uk or call</u> us on 0330 102 5741.
- 17.2 If we have given you our final response, or if you have not heard from us within 8 weeks, or if you are still not satisfied you may refer Your case to the Financial Ombudsman Service (FOS). The Ombudsman is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider complaints after you have been provided with written confirmation that all internal complaints procedures have been exhausted.

Insurance Division Financial Ombudsman Service Exchange Tower Harbour exchange square London E14 9SR Tel: 0300 123 9123 Fax: 020 7964 1001

Please note that **you** have six months from the date of the final response in which to refer **Your** complaint to the ombudsman. Referral to the ombudsman will not affect **Your** right to take legal action.

### **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 <u>www.fscs.org.uk</u>, by emailing <u>enquiries@fscs.org.uk</u> or by phoning the FSCS on 0207 741 4100 or 0800 678 1100.

## SECTION 18 – HOW WE USE YOUR INFORMATION

We believe in keeping Your information safe and secure. Full details of what data We collect and how We use it can be found in Our privacy policy on our pet insurance website, or by requesting a copy from Our Data Protection Officer (contact details below). This section provides You with some basic information and briefly explains what We do with Your information

We are governed by the Data Protection legislation applicable in both the United Kingdom.

We collect Your personal details in order to consider Your application for insurance and to administer insurance services to You, including claims investigation and management

We may use Your personal information for a number of lawful purposes. These include: providing You with Our contracted services; dealing with Your claim; carrying out checks such as fraud checks and credit checks; and where agreed, providing You with information about similar products and services which may be of interest to you.

In order to provide **Our** services to **You**, **We** may share **Your** personal information with other insurance companies, solicitors, regulators, business partners and third party suppliers where necessary. **We** may also have a legal obligation to provide **Your** information, in certain circumstances, with regulators, police and other public bodies. Information **You** supply may be used for the purposes of insurance administration by **Us** and third parties. These third parties may share **Your** information with their own agents.

## Providing you with details on our Products and Services

Where You have given Us Your consent to do so, We will send You information about products and services of Ours or other third parties which may be of interest to You via telephone, letter or email (as You have indicated).

You have a right at any time to stop Us from contacting You for marketing purposes or giving Your information to other third parties.

If **You** no longer wish to be contacted for marketing purposes then please contact **Us** by e-mailing:

### customerqueries@insurancefactory.co.uk.

### Your Rights as a Data Subject

Under Data Protection Laws **You** have certain rights; these include for example, a right to understand what data **We** hold on **You** and a right to ask **Us** to amend that data if it is incorrect. If **You** would like to exercise any of **Your** rights as detailed within **our** full privacy policy, please contact **Our** Data Protection Officer (contact details below).

### **Data Protection Officer**

If You have any questions about how We use Your data, or to exercise any of Your data rights please contact Our Data Protection Officer at:

### **Data Protection Officer**

#### V24.0 July 2023

Insurance Factory Limited 45 Westerham Road Bessels Green Sevenoaks Kent TN13 2QB

Please make sure You provide Your name, address, policy number and other relevant information to allow Us to respond to Your query.

You understand that all personal data You supply must be accurate.

If You would like any other person to discuss Your policy or make amendments, then We must have Your permission.

**SECTION 19 – OTHER INFORMATION** 

## Language

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

### **Updating Your Records**

If You think Insurance Factory's records are wrong or out of date, particularly Your contact details, You must contact Insurance Factory straight away to correct them. You can do this by calling 0330 102 5741 or by emailing customergueries@insurancefactory.co.uk.

### **Altering Your Policy**

Should **You** wish to alter this policy please contact **Insurance Factory's** office. This can be done in writing by post to Insurance Factory Limited, 2<sup>nd</sup> Floor, Lakeside 5000, North Harbour, Western Road, Portsmouth, PO6 3EN, or by email to

<u>customerqueries@insurancefactory.co.uk</u> or by telephone on 0330 102 5741. If **You** have not received an acknowledgement from **Insurance Factory** within 14 days, **You** must post the details by recorded delivery. An administration charge will be made for any policy alteration as detailed in **Insurance Factory'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 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

It is unfortunate that with all types of insurance, fraud and attempted fraud can occur. **We** employ sophisticated fraud detection and prevention techniques to ensure **we** only pay out on genuine claims. By doing this, **we** are protecting the interest of all policyholders and are able to offer a comprehensive **Policy** with competitive premiums.

We and/or Our agents, along with other insurers pass information to fraud prevention and credit reference agencies. We may pass Your details to the Claims and Underwriting Exchange Register run by the Motor Insurers' Bureau and Insurance Hunter, a central insurance anti-fraud system and other databases, to which other insurers may have access.

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We have access to Veterinary specialists who will review any claims where we feel treatment is excessive, or if we suspect any kind of misrepresentation has been made from either you or Your vet in an attempt to get a claim paid.

We will not pay any claims and will straight away void Your policy (and any other policies you have with us) if you or anyone acting for you:

- 1. Makes a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect.
- 2. Make a statement in support of a claim knowing the statement to be false in any respect.
- 3. Submit a document in support of a claim knowing the document to be forged or false in any respect.
- 4. Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

# What we will do if we suspect fraud

We may ask you to return the amount of any claim we have previously paid under the policy, since the last renewal date.

We will not give back any refund of any premiums already paid.

We may inform the police of the circumstances.

We will straight away cancel this and all other policies you have with us.

## **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 Your renewal date. 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 for **Your** policy in full by debit or credit card, you need to contact us to make payment before the renewal date. **Your** policy will NOT automatically renew.

We will write to 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 has changed, then please inform us so that we can keep **Your** records up to date.

If you are facing financial difficulties and don't think you can afford to pay for the renewal of the policy then please speak with us to discuss how we can help you.

If You do not wish Your policy to renew at the end of the Policy Period You should inform Us straight away 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. Page 55 of 57 V24.0 July 2023 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.fca.org.uk/register which includes a register of all the firms they regulate.

As the underwriter West Bay Insurance Plc is responsible for this policy document. Page 56 of 57 V24.0 July 2023

### About the Administrator

Insurance Factory Ltd 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.

## **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.

## The law that applies to this policy

The law of England and Wales will apply to this policy unless **you** and **we** agree differently. Alternatively, if **you** live permanently in Scotland, Northern Ireland, the Channel Island or the Isle of Man, the law of that country will apply (unless agreed otherwise). This policy and all other information concerning it are written in the English language.