

AA INSURANCE SERVICES LIMITED

IN ASSOCIATION WITH

INSURANCE FACTORY LIMITED

Policy Booklet Number AA/IFL/WSB

Policy Booklet Effective Date March 2022

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. Words that appear in italics have a special meaning, which are defined under the definitions 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 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.

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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 single, unexpected external event which happens during the *period of insurance* resulting in physical bodily *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 on a monthly basis.

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 (BVRMSA).

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.

Co-payment means the percentage amount *You* are required 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* are required 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 that are:

- not caused by an *accident*, or
 - may be resulting from gradual or biological cause.
- Please note that *Illness* is not covered on *Accident Only* policies.

Injury means clinical signs or symptoms of changes in normal healthy state resulting from one individual *accident*, including directly or indirectly related problems, no matter where these are noticed or occur in or on *your pet*.

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 the premium has been paid and 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 the dog or cat covered under this policy as named and described in *Your Schedule*.

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

Pre-existing Condition means any *illness* or *injury* or complication 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.

Recurring illness/illnesses

Recurring illnesses shall be considered as one loss. Such *illnesses* being defined as:

- Clinical manifestations resulting in the same diagnosis (regardless of the number of incidents or areas of the body affected) to which your pet has an on-going predisposition or susceptibility related in any way to the original claim; or:
- Illnesses, which are incurable and likely to continue for the remainder of your pet's life.

Recurring injury/injuries

Recurring injuries shall be considered as one loss. Such *injuries* being defined as:

- Clinical manifestations resulting in the same diagnosis (regardless of the number of *injuries* or areas of the body affected) to which *your* pet has an on-going predisposition or susceptibility related in any way to the original claim, or:
- *Injuries* which are incurable and likely to continue for the remainder of *your* pet's life, or:
- multiple *injuries* being caused by or resulting from one *accident* will be treated as one loss.

Schedule means the document which contains 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 www.fca.org.uk 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 (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.

If total Veterinary Fees are likely to exceed £2,000 You must notify Insurance Factory as soon as is practical for pre-authorisation as We shall obtain a second opinion from Our veterinary advisor.

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% = £60.00	£240.00
Total paid by You	£160.00
Total paid by Us	£240.00

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

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 reached 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 in excess of the specified *Benefit Limit* as shown in *Your Schedule* relating to any *Treatment* for cruciate ligament damage;

2A.5.3 Costs resulting from any *recurring 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.

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.

Any claim or *treatment* for cryptorchidism (retained testicles) unless your pet was insured with us before they were 12 weeks of age.

Any costs for bathing, grooming, or de-matting your pet, regardless of your personal circumstances.

2A.5.6 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.5.7 Any *dental treatment*, unless required as a direct result of an *Accident* or *Injury* to Your Pet;

2A.5.8 Any routine, preventative or cosmetic *dental treatment*;

2A.5.9 Any *Treatment* after your policy has lapsed/expired.

- 2A.5.10 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of this.
- 2A.5.11 Costs for any *treatment* outside normal veterinary surgery hours, unless *your vet* can explain how not seeing *your pet* immediately would have endangered *your pet's* health. If this *treatment* was not essential, *we* will cover the normal consultation fees only.
- 2A.5.12 Costs of *Your Pet* being euthanised except when it is to alleviate incurable and inhumane 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.5.13 Costs of cremation and disposal, including post mortem, burial fees, coffins or caskets;
- 2A.5.14 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;
- 2A.5.15 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.5.16 The cost of any diet food;
- 2A.5.17 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.5.18 Extra fees on external laboratory fees. *We* will only pay the external fee plus up to £20 for post, packaging and interpretation;
- 2A.5.19 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.5.20 *Continuation Claims* unless *You* have paid the required premiums to keep *Your* policy in force;
- 2A.5.21 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.5.22 The *Excess* and *Co-Payment* applicable to this section of cover;
- 2A.5.23 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.5.26 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.
- 2A.5.27 Costs in excess of 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 (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*.

If total *Veterinary Fees* are likely to exceed £2,000 *You* must notify *Insurance Factory* as soon as is practical for pre-authorisation as *We* shall obtain a second opinion from *Our* veterinary advisor.

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

Amount Claimed	£400
Less <i>Excess</i>	£100 £300
Less <i>Co-payment</i> 20% =	£60.00 £240.00
Total paid by <i>You</i>	£160.00
Total paid by <i>Us</i>	£240.00

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 in excess of 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 deduct 53p a tin and £1.00 per kilo of dry food 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.

2B.4 **Exclusions**

The following are excluded from this section of cover:

2B.6.1 Costs resulting from an *Accident, Injury* or *Illness* that first showed *Clinical Signs* before the *Commencement Date*;

2B.6.2 Costs resulting from *illnesses* or recurring *illnesses* which your pet previously suffered from arising before your policy started, or within the first 10 days of your insurance policy

2B.6.3 Costs resulting from an *accidents* or *recurring accidents* which your pet previously suffered from 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, 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*;

2B.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

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.

Any claim or *treatment* for cryptorchidism (retained testicles) unless *your pet* was insured with us before they were 12 weeks of age.

Any costs for bathing, grooming, or de-matting *your pet*, regardless of *your* personal circumstances.

2B.6.6 Any costs for the *Treatment* of false pregnancy if *Your Pet* has already received *Treatment* for two or more occurrences of false pregnancy;

2B.6.7 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.6.8 Costs in excess of the specified *Benefit Limit* as shown in *Your Schedule* relating to any *Treatment* for cruciate ligament damage;

2B.6.9 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.6.10 Any *Illness* resulting from *Dental treatment*

2B.6.11 Any *Treatment* after your policy has lapsed/expired.

2B.6.12 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;

2B.6.13 Costs for any *treatment* outside normal veterinary surgery hours, unless *your vet* can explain how not seeing *your pet* immediately would have endangered *your pets* health. If this *treatment* was not essential, we will cover the normal consultation fees only.

2B.6.14 Costs of *Your Pet* being euthanised except when it is to alleviate incurable and inhumane 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.6.15 Costs of cremation and disposal, including post mortem, burial fees, coffins or caskets;

2B.6.16 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;

2B.6.17 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;

- 2B.6.18 The cost of any diet food, even if prescribed, other than those detailed in section 2B.4;
- 2B.6.19 Any costs associated with routine or investigative laboratory tests or procedures unless the *Clinical Signs/symptoms* exist and the tests and procedures are to diagnose a specific *Condition*;
- 2B.6.20 Extra fees on external laboratory fees. We will only pay the external fee plus up to £20 for post, packaging and interpretation;
- 2B.6.21 Any cost of pheromone products, including DAP diffusers and Feliway and/or similar feline facial pheromone products used in either a spray or an electric diffuser format and any general health enhancers;
- 2B.6.22 *Continuation Claims* unless You have paid the required premiums to keep Your policy in force;
- 2B.6.23 Claim settlements where You have failed to pay the relevant premium due to Us or You cancel Your policy. In these circumstances any eligible claim payment will be deducted from any outstanding premium due;
- 2B.6.24 *Continuation Claims* where the maximum *Benefit Limit* has been reached for that *Condition*;
- 2B.6.25 The *Excess* and *Co-Payment* applicable to this section of cover;
- 2B.6.26 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.6.29 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.
- 2B.6.30 Costs in excess of 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 alleviate incurable and inhumane 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 <i>Pet</i> at the date the <i>Pet</i> dies, is euthanised, stolen or strays.	Deduction from price paid, fixed amount or amount shown in the <i>Schedule</i> .
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 as a result of an accident.

- 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

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 in *your* household 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 within 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.

Any costs not supported by invoices/receipts from the business who looked after *your pet*.

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 (NOT BRONZE OR ACCIDENT ONLY COVER)

5.1 Cover

If *your pet* is lost or stolen, *we* will reimburse *you* for advertising in a local newspaper, making posters or any other expenditure for the recovery of *your pet* (previously agreed by *us*). If *you* need to claim under this section, please call *us* to approve how you plan to use this benefit. *We* will also approve a suitable 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 approved by *us* before they start work. *You* must provide *us* with a full estimate invoice 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 Exclusions

- 5.2.1 Any costs for reimbursement 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 provide *us* with 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, household, or by any person employed by *you*, residing 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 approved by *us*.
- 5.2.8 Any reward not supported by 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 (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 attempted to locate *your pet* by notifying local rescue centres and for dogs, *your* local dog warden. In the case of theft, *you* must provide evidence that *you* have notified the Police to report the theft and have 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 Exclusions

- 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 freely parted with them.

Any costs for the theft of *your pet* where it was not reported to the police, and *you* are unable to provide *us* with the 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 reimburse *you* up to the amount shown on *you* up to the amount shown on *your* chosen *policy* for the non-recoverable travel and accommodation costs incurred by *you* if:

- *You* cancel *your holiday* within 14 days prior to departure or;
- *You* come home early because *your vet* believes *your pet* needs lifesaving *treatment* or lifesaving surgery.

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* 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 Exclusions

- 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 expenses back from anywhere else, for example, *your* travel insurance.

- 6.2.3 Any additional cancellation charges incurred 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 necessitate 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 are incurred, 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 expenses *you* are claiming. *You must provide us a booking invoice for the holiday, detailing any cancellation charges.* *You* must also provide *us* with confirmation and (where applicable) evidence that *you* are unable to claim these costs back from *your* travel providers.

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

7.1 Cover

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

Cover overseas is subject to 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 Exclusions

- 7.2.1 Any costs exceeding *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 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.

7.3 Notification of Claim Cost

If the total *Veterinary Fees* are likely to exceed £2,000 (at the exchange rate prevailing at the time of *Treatment*) *You* must inform *Insurance Factory* immediately on +44 2392 627356 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

- 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 (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 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 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 legitimate in *Your* name for *Our* benefit;
- 9.2.4 *You* agree to help *Us* ascertain all the circumstances of an incident leading to a claim, provide written statements and go to court if *We* require it;
- 9.2.5 *You* must immediately send *Us* any writ, summons or legal documents of whatever nature relating to a claim made against *You* and *You* must never send any replies to such documents.
- 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 give rise 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 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 *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 no legal liability is established.
 - 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 General Exclusions, Section 13.
- 9.3.5 The cost of fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages;
- 9.3.6 Any claim or other proceedings against *You* or *Your immediate family* lodged or prosecuted in a court outside the *United Kingdom*.
- 9.3.7 Any claim where legal liability has not been established.
- 9.3.8 Any amount in excess of 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 - GENERAL CONDITIONS

10.1 General Conditions

- 10.1.1 If at the time of an event giving rise to a claim under this policy, there is any other insurance policy in *Your* name which is in force and which provides cover for the same expense, loss, damage or liability then *We* will only be liable for *Our* proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies. This General Condition does not apply to Section 9 - Third Party liability (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. *Your* dog must be muzzled where this is recommended when in public or on walks. Failure to comply may result in any claim being declined.
- 10.1.3 *You* must be the owner of *Your Pet* who must live with *You* at *Your* home address, as detailed within *Your Schedule*. Cover will cease immediately if *your pet* is sold or *your pet* is living somewhere else, whether temporarily or permanently (unless agreed by *us*).
- 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 For *illnesses* that can have multiple sites or bilateral *illnesses* such as eyes, ears or legs we shall treat all occurrences of an *illness* as the same *illness* and charge only one fixed excess per *period of insurance*. This is the definition as to how benefits are provided under this *policy* of insurance. If the *condition* diagnosed by *your vet* is the same as a previous *condition*, they will be treated as the same.
- 10.1.9 *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*.
- 10.1.10 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 *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.
- 10.1.12 **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.
- 10.1.13 **Territorial Limits**

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.

- 10.1.14 *You* must arrange for a *Vet* to examine and treat *Your Pet* as soon as possible after it shows *Clinical Signs* of an *Injury* or *Illness*. If *We* can see evidence in *Your Pet's* clinical history that there has been any delay in arranging veterinary *Treatment* *We* will refer the case to an independent *Vet*. If it can be established that the delay in arranging *Treatment* has or is likely to result in additional costs or expenses being 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.
- 10.1.15 *We* are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in *Your* name for *Our* benefit against any other party.

SECTION 11 - HOW TO CLAIM

- 11.1 In the event of an *Accident*, *Injury*, *Illness*, loss, destruction or damage giving rise or likely to give rise 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, Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE 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 **Notification of Claims Cost**
If the total Veterinary Fees are likely to exceed £2,000 (at the exchange rate prevailing at the time of Treatment) You must inform Insurance Factory 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 *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 evidence to support that the *Accident/Injury* occurred after the policy was inception.

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 for an *Accident* which occurs within 24 hours of the *Commencement Date*.
- 13.4 Any claims arising from *Your Pet* being neutered or spayed, including any complications or *conditions* that are the result of these procedures.
- 13.5 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).
- 13.6 *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 arising 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 arising 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.
- 13.18.4 Any *Pets* used for *breeding*.
- 13.18.5 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.
- 13.18.6 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/Presas 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 shows, or has shown, aggressive tendencies or has been trained to attack.
- 13.24 This policy excludes all *pets* used for commercial security work or those which have been trained to attack. All cover is excluded for any policyholders who also hold a Security Industry Authority (SIA) licence of any description whilst undertaking the designated activity that the SIA licence allows.
- 13.25 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. *Insurance Factory* will charge an administration fee. 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 well as the administration charge 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. If *You* wish to cancel *Your* policy please contact *Insurance Factory's* offices either in writing by post to Insurance Factory Limited, 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE, or by email to cancellations@insurancefactory.co.uk or by telephone on 0330 102 5762.
- 15.4 *We* may cancel *Your* policy if there are serious grounds to do so, for example *You* have advised *Us* of a change in *Your* or *Your Pets* circumstances which means *You* no longer meet *Our* risk criteria; where *We* suspect fraud or *You* have deliberately or recklessly misrepresented the information provided in connection with this insurance. *We* will do this by writing to *You* at *Your* last known address. If *We* cancel *Your* policy all claim payments will cease from the date the policy is either lapsed or cancelled and no further monies will be due from *Us*
- 15.5 The administration charge for cancellation as specified in *Insurance Factory's* Terms of Business will not be applied if *Your Pet* has died or has been reported as lost or stolen. If *Your Pet* dies or is reported as lost or stolen and *You* need to make a claim, the remaining premiums for the full policy year will not be charged.

SECTION 16 - ADDITIONAL BENEFITS

- 16.1 *Your* policy includes the following additional benefits:
 - 16.1.1 Find a *Pet Sitter* – *We* can put *You* in contact with members of the National Register of *Pet Sitters*. These are people who have registered with and abide by their Code of Practice and are not specifically recommended by or affiliated to *Us*. If *You* need to contact a *Pet sitter* call 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, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE. Alternatively *You* can email complaints@insurancefactory.co.uk or call 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 www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100 or 0800 678 1100.

SECTION 18 – HOW WE USE YOUR INFORMATION

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.

As part of *your policy*, *you* agree to and accept the following conditions in the event that *you* submit a claim:

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

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
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* immediately to correct them. *You* can do this by calling 0330 102 5741 or by emailing customerqueries@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*, 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE, or by email to customerqueries@insurancefactory.co.uk 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.

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 immediately 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 shall be entitled to recover from *you* the amount of any claim *we* have previously paid under the *policy*, since the last renewal date.

We shall not make any refund of any premiums already paid.

We may inform the police of the circumstances.

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

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

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

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

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

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

Telephone Call Charges

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

About the Insurer

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

This can be checked on the Financial Services register by visiting the FCA's website at www.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.

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.

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.