ULTIMATE INSURANCE SOLUTIONS LIMITED

**POLICY DOCUMENT – FOR POLICIES PREFIXED WITH UIS/WB**

Policy Booklet Number: UIS/UPP/UIC

Policy Booklet Effective Date: February 2023

VALUE ACCIDENT, STANDARD, CLASSIC AND ULTIMATE COVERS

**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 Ultimate Insurance Solutions 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 16 ‘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 a Value Accident 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 may be subject to stated limits, *Excesses* and applicable *Waiting* *Periods*.

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 Y*our* policy being cancelled or Y*our* claim being rejected or not fully paid. If Y*ou* are in any doubt about Y*our* duty to take reasonable care not to make a misrepresentation please contact *Our* Customer Services Department on 0330 102 5741.

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

It is up to *You* to ensure that the cover *You* have selected is appropriate for *Your* needs. *We* cannot advise *You* on whether this policy meets *Your* personal objectives, financial situation or needs. If *You* have any questions regarding this policy or *You* would like to make changes or additions to this cover, please contact *Ultimate* on 0330 102 5741.

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

This policy does not cover every circumstance or expense and *We* have some exclusions that help keep premiums affordable. A list of the exclusions applicable to each section is included after each section, and details of general exclusions, which apply to all sections of cover can be Found in Section 14 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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**SECTION 1 – TABLES OF BENEFITS AND DEFINITIONS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Cover Levels** | **Value Accident** | **Standard** | **Classic** | **Ultimate** |
| **Veterinary Fees** | £2,000 | £3,000 | £3,000 | £5,000 |
| **Excess** | £55 | £55 | £55 | £55 |
| **Co-payment** | 15% for pets aged 8 years and over | 15% for pets aged 8 years and over | 15% for pets aged 8 years and over | 15% for pets aged 8 years and over |
| **Cruciate ligament treatment** | £500 | £3,000 | £3,000 | £5,000 |
| **CT & MRI Scans and associated costs** | £500 | £750 | £750 | £1,250 |
| **Complementary Medicine** | £300 | £300 | £300 | £500 |
| **Special Diet** | Nil | £100 | £100 | £100 |
| **Dentistry** | £2,000 as a result of an accident/injury | £3,000 as a result of an accident/injury | £3,000 as a result of an accident/injury | £5,000 as a result of an accident/injury |
| **Third Party Legal Liability (dogs only)** | £1,000,000 | £1,000,000 | £1,500,000 | £2,000,000 |
| **Third Party Legal Liability Excess** | £250 | £250 | £250 | £250 |
| **Death of Pet (only available for pets up to 8 years of age)** | £500 | £500 | £750 | £1,000 |
| **Emergency Boarding Kennel/Cattery Fees** | Nil | £300 | £450 | £600 |
| **Holiday Cancellation** | Nil | £250 | £500 | £750 |
| **Loss by Theft or Straying** | Nil | £500 | £750 | £1,000 |
| **Advertising and Reward** | Nil | £250 | £400 | £500 |
| **Accidental Damage** | Nil | Nil | £125 | £250 |
| **Personal Accident** | Nil | Nil | £125 | £250 |
| **Overseas Travel** | Nil | £2,000 / 30 days / 2 trips | £2,000 / 30 days / 2 trips | £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 sudden, unforeseen, and unintended event causing *Injury* to *Your* *Pet*.

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

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

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

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

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

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

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

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

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

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

*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.

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

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

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

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

*Holiday* means a vacation or pleasure trip including at least one overnight stay made by *You* outside the United Kingdom which commencesand ends in the United Kingdom. Please note that for Section 7, the definition of *Holiday* is expanded to include *Your Pet* accompanying *You on Holiday*.

*Illness* means any changes in *your* pet’sstate of health that are:

• not caused by an *accident*, or

• may be resulting from gradual or biological cause.

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

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

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

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

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

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

*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* pethas 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’slife, or:
* multiple *injuries*being caused by or resulting from one *accident*will be treated as one loss.

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

*Ultimate* means Ultimate Pet Partners Limited, whose registered office is situated at 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Ultimate Pet Partners Limited (FCA No. 493636) is an Appointed Representative of Ultimate Insurance Solutions Limited (FCA No. 311368), who are authorised and regulated by the Financial Conduct Authority.

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

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

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

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

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

*Waiting* *Period* means a period of 14 days for Illness and 24hrs for *Accident* starting from the *Commencement* *Date* of the initial *Policy* *Period* during which any *Illness* or *Accident* that occurs or shows *Clinical* *Signs* will be excluded from cover unless otherwise agreed by *Us*. If *You* upgrade *Your* policy from a Value Accident policy to any policy which includes *Illness* cover the 14 days *Waiting* *Period* for *Illness* will apply from the transfer date.

*We, Our, Us* means *Ultimate*: 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](http://www.fca.org.uk) or by calling the Financial Conduct Authority on 0800 111 6768, or the Prudential Regulation Authority on 020 7601 4444. West Bay Insurance Plc. is a member of the Association of British Insurers.

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

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

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

**SECTION 2**

**PLEASE REFER TO THE SECTION APPLICABLE TO THE TYPE OF COVER *YOU* HAVE PURCHASED.**

**SECTION 2A – *VETERINARY FEES* (VALUE ACCIDENT COVER)**

**2A.1 Cover**

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

For the avoidance of doubt, please note that the *Benefit Limit* for *Complementary Medicine* and/or CT/MRI Scans and *Associated Costs* and/or for cruciate ligament and/or for *Dentistry* 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 *You* transfer *Your* *Pet* to a plan with lower *Benefit Limits*, the higher *Benefit Limit* will no longer apply to any claims *You* are currently making.

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

Amount Claimed £400

Less *Excess* £55 £345

Less *Co-Payment* 15% = £51.75 £293.25

Total paid by *You* £106.75

Total paid by *Us* £293.25

**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 manufacturers or wholesalers 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 *Dentistry***

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

**2A.5 Exclusions**

The following are excluded from 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 Limits* as shown in *Your* Schedule;

2A.5.3 Costs resulting from an *Accident* or *Injury* that:

2A.5.3.1 is the same as or has the same diagnosis or *Clinical Signs* as an *Accident*, *Injury* or *Clinical Signs* *Your* *Pet* had before the *Commencement Date*;

2A.5.3.2 is caused by, relates to or results from an *Accident*, *Injury* or *Clinical Signs* *Your* *Pet* had before the *Commencement Date*.

2A.5.3.3 occurred within 24 hours of the *Commencement Date*

Please note if *Your* *Pet* first showed any *Clinical* *Signs*; or was diagnosed with an *Accident* or *Injury* related *Condition* prior to the *Commencement* *Date*, *We* may 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 *Treatment*, elective *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a *Vet* to prevent an *Injury*. This is not limited to but includes vaccination, spaying, castration, Cryptorchidism (retained testes),grooming, nail clipping, whelping, kittening, bathing, de-matting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;

2A.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 or gum *Treatment*, unless required as a direct result of an *Accident* or *Injury* to *Your Pet;*

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

2A.5.9 Any *Treatment* received by *Your* *Pet* after the *End Date*;

2A.5.10 The cost of any *Treatment* for behavioural problems or for any *Condition*s arising as a result of the same;

2A.5.11 Any costs for house calls/out-of-hours calls/non-essential hospitalisation and ambulance costs (where covered) unless a *Vet* confirms that *Your Pet* was suffering from a life-endangering *Condition* or *Your Vet* can confirm in writing that it was essential and not to have done so would have seriously worsened *Your Pet*’s *Condition.* If the out of hours visit was not essential, *We* will cover the normal consultation fees only. Please note *We* will not pay ambulance fees from *Your* normal veterinary clinic to a transferred night veterinary clinic or referral clinic;

2A.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](http://www.feliway.com/gb/Cat-behaviour/Feline-Marking-Behaviour/Facial-Marking#facialmarking) 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 wellbeing of *Your Pet* and any general health enhancers;

2A.5.24 Any *Unlicensed Treatment* or any complications arising from this;

2A.5.25 Any *Unlicensed Medication* unless proved that all other licensed medication has been given with no effect and that the *Unlicensed Medication* has been (a) recommended by *Your Vet* and (b) proven to have a beneficial effect for that *Condition. We* will not pay for any complications arising from this *Treatment*;

2A.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 8 years and over; a 15% *Co-Payment* will apply to each claim payment for *Veterinary Fees* (including *Complementary Medicine*, cruciate ligament damage, CT/MRI Scans and *Associated Costs* and *Dentistry*) which is in addition to the deduction of the applicable standard *Excess* and will also apply to all *Continuation Claims*.**

**SECTION 2B – *VETERINARY FEES* (STANDARD, CLASSIC AND ULTIMATE 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 Limit* will no longer apply to any claims *You* are currently making.

**2B.1 COVER FOR STANDARD**

*We* will pay the claim amount, for normal and customary *Veterinary* Fees up to the total *Benefit Limit* as shown in *Your Schedule* for *Treatment.* The *Benefit Limit* is applied separately to every unrelated *Injury*, *Illness* or *Condition* claimed for per *Policy Period*. Payments shall be limited to costs incurred within 1 calendar year from the date the *Condition* is first treated or the maximum *Benefit Limit*, whichever is reached first and subject to renewal. If *You* stop making premium payments to *Us* then cover for any on-going *Conditions* will cease.

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

**COVER FOR CLASSIC AND ULTIMATE**

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

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

**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 manufacturers or wholesalers price of veterinary medicines. This will include any dispensing fees.

**2B.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.

**2B.4 Special Diet**

*We* will contribute to the cost of *Your* *Pet*’s prescription food, up to a maximum of £100 per *Policy Period* (*Benefit Limit),* as long as it is prescribed by *Your* *Vet* and can only be bought from a veterinary surgery or online pharmacy and it is to dissolve bladder stones or crystals in urine and for no other purpose. *We* will 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.5 *Dentistry***

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

**2B.6 Exclusions**

The following are excluded from 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 an *Accident* or *Illness* that occurred or first showed *Clinical Signs* during the *Waiting Period;*

2B.6.3 Costs resulting from an *Accident, Injury* or *Illness* that:

2B.6.3.1 is the same as or has the same diagnosis or *Clinical Signs* as an *Accident*, *Injury or* *Illness* *Your* *Pet* had before the *Commencement Date*;

2B.6.3.2 is caused by, relates to or results from an *Accident*, *Injury*, *Illness* or *Clinical Signs* *Your* *Pet* had before the *Commencement Date*.

**Please note if *Your* *Pet* first showed any *Clinical* *Signs*; or was diagnosed with an *Accident*, *Injury* or *Illness* prior to the *Commencement* *Date*, *We* may 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 *Treatment*, elective *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a *Vet* to prevent an *Injury* or *Illness*. This is not limited to but includes vaccination, spaying, castration, Cryptorchidism (retained testes),grooming, nail clipping, whelping, kittening, bathing, de-matting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;

2B.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 or gum *Treatment* will be excluded, unless required as a direct result of an *Accident* or *Injury* to *Your* *Pet* and limited to the *Benefit Limit.* Please note any routine, preventative or cosmetic dental or gum *Treatment;* or scaling and polishing teeth will not be covered;

2B.6.10 Any *Illness* resulting from *Dentistry* *Treatment*;

2B.6.11 *Treatment* received by *Your* *Pet* after the *End Date*;

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

2B.6.13 Any costs for house calls/out-of-hours calls/non-essential hospitalisation and ambulance costs (where covered) unless a *Vet* confirms that *Your Pet* was suffering from a life-endangering *Condition* or *Your Vet* can confirm in writing that it was essential and not to have done so would have seriously worsened *Your Pet’s Condition*. If the out of hours visit was not essential *We* will cover the normal consultation fees only. Please note *We* will not pay ambulance fees from *Your* normal veterinary clinic to a transferred night veterinary clinic or referral clinic;

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, 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 at 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](http://www.feliway.com/gb/Cat-behaviour/Feline-Marking-Behaviour/Facial-Marking#facialmarking) 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 The *Excess* and *co-payment* applicable to this section of cover;

2B.6.25 Any costs for hiring or buying a cage, basket or bedding needed for the *Treatment* or general wellbeing of *Your Pet* and any general health enhancers;

2B.6.26 Any *Unlicensed Treatment* or any complications arising from this;

2B.6.27 Any *Unlicensed Medication* unless proved that all other licensed medication has been given with no effect and that the *Unlicensed Medication* has been (a) recommended by *Your Vet* and (b) proven to have a beneficial effect for that *Condition*. *We* will not pay for any complications arising from this *Treatment*;

2B.6.28 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.

2B.6.29 Costs in *excess* of the *Benefit Limit* shown in the *Schedule* in any *Policy Period*.

**Please note for Pets aged 8 years and over; a 15% co-payment will apply to each claim payment for *Veterinary Fees* (including *Complementary Medicine*,special diet, cruciate ligament damage, CT/MRI Scans and *Associated Costs* and *Dentistry*)which is in addition to the deduction of the applicable standard *Excess* and will also apply to all *Continuation Claims*.**

**SECTION 3 - DEATH OF *PET* FROM AN *ACCIDENT* OR *ILLNESS* *(ILLNESS* IS NOT COVERED ON VALUE ACCIDENT)**

**3.1 Cover**

If *Your Pet* dies or is euthanised for humane reasons because of *Injury* or *Illness* (*Accident*/*Injury* only for Value Accident cover) during the *Policy Period* *We* will pay a contribution of;

1. 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,
2. Where proof of purchase is not available; up to £75 for a cat and up to £150 for a dog (fixed amount) subject to the deduction shown in the table below according to the *Pet’s* age at the date the *Pet* dies or is euthanised.

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

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

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

**3.2 Exclusions**

The following are excluded from cover:

3.2.1 Death from *Illness* where *You* have purchased a Value Accident 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;

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 14 days of the policy *Commencement Date* (*Waiting Period*).

**3.3 Specific Conditions Applicable to Sections 2 and 3**

3.3.1 If *Your* *Pet* dies, at *Your* own expense please arrange for *Your* *Vet* to certify *Your* *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 (STANDARD, CLASSIC AND ULTIMATE COVERS ONLY)**

**4.1 Cover**

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

4.1.1 *You* have any bodily *Injury*, sickness or disease and *You* are in hospital for longer than 4 consecutive days during the *Policy Period*; and

4.1.2 There is no other responsible person who can care for *Your* *Pet*. *You* must board *Your* *Pet* at a licensed kennel or cattery or place it in the care of a professional home carer.

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

**4.2 Exclusions**

The following are excluded from cover:

4.2.1 Any claims by *You* for:

4.2.1.1 Any hospitalisation that could reasonably have been expected or foreseen when *You* took out or renewed this policy and any potentially recurring medical *Condition* *You* or *Your* partner already have;

4.2.1.2 Any costs resulting from *You* or *Your* partner being pregnant, giving birth or receiving any *Treatment* that is not as a result of an *Injury* or *Illness* to *You*.

4.2.1.3 Any hospitalisation that occurs within the first 14 days of the commencement of insurance.

4.2.2 Any claim by *You* for:

4.2.2.1 Costs as a result of any hospital stay that was not on the advice of a doctor, specialist or consultant;

4.2.2.2 Costs as a result of nursing-home care or convalescence care that *You* do not receive in hospital;

4.2.2.3 Costs as a result of *You* being hospitalised due to alcoholism, drug abuse, attempted suicide or self-inflicted injuries.

4.2.3 Any claim if:

4.2.3.1 *We* do not receive original receipts from the boarding kennel or cattery identifying the name of *Your* *Pet*, the owner's name and address, the date *Your* *Pet* was cared for by the kennel or cattery and the amounts charged for each day;

4.2.3.2 *We* do not receive a medical certificate from the hospital *You* attended showing *Your* name, address and the dates of the hospital confinement.

**SECTION 5 - LOSS BY THEFT OR STRAYING (STANDARD, CLASSIC AND ULTIMATE COVERS ONLY)**

**5.1 Cover**

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

1. Where proof of purchase is available; up to the price paid or the amount shown in the *Schedule* (whichever is the lesser) subject to the deduction shown in the table in Section 3 above according to the *Pet’s* age at the date the *Pet* is stolen or strays, or,

b) Where proof of purchase is not available; up to £75 for a cat and up to £150 for a dog (fixed amount) subject to the deduction shown in the table in Section 3 above according to the *Pet’s* age at the date the *Pet* is stolen or strays.

c) *We* will also pay up to the *Benefit Limit* as noted in the *Schedule* to cover the cost for advertising and reward which leads to getting *Your Pet* back provided *You* have *Ultimate’s* agreement. Please note included in the *Benefit Limit* for advertising and reward *We* will only pay up to £50 toward sundries to make *Your* own posters and advertising material providing *We* have itemised receipts and details. *You* will need to provide full details of the circumstances, receipts and details of who found *Your Pet*.

**5.2 Exclusions**

5.2.1 Theft which does not involve forcible and violent entry to a secure area, such as a pen or *Your* home;

5.2.2 Any reward to a member of *Your* family, to any person known to *You*, or to the person who was caring for *Your* *Pet* at the time of the incident;

5.2.3 Any claim where *You* or the person looking after *Your* *Pet* has voluntarily parted with it, or in circumstances where the *Pet*’s loss would not be deemed to have been stolen i.e. abandoned deliberately;

5.2.4 Any claim where the pet is 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;

**5.3 Specific Conditions**

5.3.1 In order to determine the price paid for *Your Pet, You* must provide, at *Your* expense, proof of purchase. If proof of purchase is not provided, *We* will pay up to £75 for a cat and up to £150 for a dog subject to the deductions shown in the table above as detailed in 3.1 b);

5.3.2 *Your Pet* must have disappeared from *Your* address or any other place as may be noted on the *Application Form* or in any endorsement to the policy;

5.3.3 *You* must report the loss of *Your Pet* to at least one rescue centre in the case of a cat and to a dog warden in the case of a dog. In the case of theft *You* must also report the theft to the police and obtain a crime reference number;

5.3.4 If *Your* *Pet* is found or has returned after claiming, *You* must repay *Us* the full amount *We* have paid out under this section of the policy.

**SECTION 6 - *HOLIDAY* CANCELLATION COVER (STANDARD, CLASSIC AND ULTIMATE COVERS ONLY)**

**6.1 Cover**

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

The total *Benefit Limit* that *We* will pay for *Holiday* Cancellation Cover is the *Benefit Limit* shown in *Your Schedule* in any one *Policy Period.* These will be subject to maximum of25p per mile for travelling expenses and £75 per night for accommodation expenses.

**6.2 Exclusions**

The following are excluded from cover:

6.2.1 Any *Holiday* costs where the *Holiday* was booked less than 28 days before *You* leave;

6.2.2 The amount *You* can claim back from anywhere else;

6.2.3 Any extra costs incurred because *You* delayed letting the company providing *Your* transport and accommodation know *You* had to cancel;

6.2.4 Any costs for anyone else that is on *Holiday* with *You;*

6.2.5 Any costs due to surgery for Non-lifesaving *Conditions*.

6.2.6 Any amount for a *holiday* that does not start and finish in the *Policy Period*.

6.2.7 Any costs if the *Injury* was known about before going on *holiday* and the *Injury* was likely to necessitate emergency *Treatment* and/or surgery.

6.2.8 Any amount as a result of an *Illness* or *Injury* that first showed *clinical signs* or happened more than 14 days before the start date of *Your* *holiday*.

6.2.9 Claims within the first 14 days of the *Commencement Date* of *Your* policy.

**SECTION 7 - OVERSEAS TRAVEL EXTENSION (STANDARD, CLASSIC AND ULTIMATE COVERS ONLY)**

**7.1 Cover**

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

**7.2 Exclusions**

7.2.1 More than the *Benefit Limit* as shown inthe *Schedule* for emergency *Veterinary Fees;*

7.2.2 Any costs resulting from a *Holiday* that started before the *Commencement Date*;

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

7.2.4 Any costs resulting from:

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

7.2.4.2 An *Injury* or *Illness* that is the same as or has the same diagnosis or *Clinical Signs* as an *Injury*, *Illness* or *Clinical Sign*

*Your* *Pet* had before *Your* *Holiday* started; or

7.2.4.3 An *Injury* or *Illness* that is caused by, relates to or results from an *Injury*, *Illness* or *Clinical Signs* *Your* *Pet* had before

*Your* *Holiday* started no matter where the *Injury*, *Illness* or *Clinical Signs* are noticed or happen in or on *Your* *Pet*’s body except that *We* shall continue to provide cover under this policy where *Your* *Pet* is already receiving *Treatment* for an ongoing *Condition* under an existing policy with *Us*.

7.2.5 The cost of food for *Your Pet*;

7.2.6 Costs resulting from an *Illness* that first showed *Clinical Signs* within the *Waiting Period*;

7.2.7 Any costs if the *Holiday* was made to get *Treatment* abroad;

7.2.8 Any costs to take *Your* *Pet*’s body home if it dies;

7.2.9 Costs of cremation and disposal, including post mortem burial fees, coffins or caskets;

7.2.10 *We* will not pay for a claim that is caused by, connected to or resulting from:

7.2.10.1 *You* not complying with any part of relevant regulations, laws and/or legislation whether imposed by the UK government, a Transport Company or your country of travel, or any Legislation brought in by the Department For Environment, Food, & Rural Affairs (DEFRA);

7.2.10.2 Any confiscation, detention, requisition, damage, destruction or any prohibitive regulations by customs or any

Government officials or authorities of any country unless specifically covered by this policy;

7.2.10.3 *You* having to comply with any relevant regulations, laws and/or legislation unless specifically covered by this policy; or

7.2.10.4 Currency exchange rate differences.

**7.3** **Notification of Claim Cost**

**If the total *Veterinary Fees* are likely to exceed £1,000 (at the exchange rate prevailing at the time of *Treatment*) *You* must inform *Ultimate* as soon as is practical on +44 2392 627 356 for pre-authorisation as *We* may wish to obtain a second opinion from *Our* veterinary advisor.**

**SECTION 8 - ACCIDENTAL DAMAGE (CLASSIC AND ULTIMATE 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 claimfor wear and tear for items which were purchased more than 12 months before the damage occurred.

**8.2 Exclusions**

The following are excluded from cover:

8.2.1 Damage to any motor vehicle or its contents;

8.2.2 Damage caused by *Your* *Pet* vomiting, defecating (fouling) or urinating;

8.2.3 Damage while *Your* *Pet* is left unattended.

**SECTION 9 - PERSONAL ACCIDENT (CLASSIC AND ULTIMATE COVERS ONLY)**

**9.1 Cover**

*We* will pay up to the *Benefit Limit* shown in *Your Schedule* to cover lost income if *You* are bitten by *Your* *Pet* while *You* are caring for it and *You* miss work as a result of the Injury.

**9.2 Exclusions**

9.2.1 Any losses incurred without a doctor's report (to be prepared by *Your* doctor at *Your* cost) to confirm the incapacity suffered and the reasons *You* have been unable to work;

9.2.2 Any losses incurred without a report from *Your* employer stating the period Y*ou* were off work and confirming the sums by way of income *You* did not receive from any source as a result;

9.2.3 Any sums *You* may recover from any other source including Statutory Sick Pay;

9.2.4 Losses caused by any *Pet* that is known to have vicious tendencies.

**SECTION 10 - THIRD PARTY LEGAL LIABILITY (DOGS ONLY)**

**10.1 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 of 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:

10.1.1 Compensation and the claimant’s costs and expenses;

10.1.2 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.*

**10.2 Specific Conditions**

10.2.1 *You* must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident;

10.2.2 *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;

10.2.3 *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;

10.2.4 *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;

10.2.5 *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.

10.2.6 *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.

**10.3 Exclusions**

This section shall not apply to liability in respect of:

10.3.1 Any compensation, costs or expenses:

10.3.1.1 For defending *You* which *We* have not agreed to in writing beforehand;

10.3.1.2 If *You* are legally liable because of a contract *You* have entered into;

10.3.1.3 If the claimant is a person who lives with *You*, is a member of *Your* *Immediate Family* or is employed by *You;*

10.3.1.4 Which involves *Your* employment, profession, occupation or business;

10.3.1.5 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;

10.3.1.6 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.

10.3.1.7 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;

10.3.1.8 For an incident at *Your* workplace;

10.3.1.9 If *You* are insured under any other insurance policy that covers the same loss, unless that cover has been exhausted.

10.3.2 Any claims:

10.3.2.1 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;

10.3.2.2 Arising as a result of any deliberate act,

10.3.2.3 As a result of any person handling *Your* dog without *Your* permission or consent;

10.3.2.4 Claims where no legal liability is established.

10.3.2.5 Claims for an incident which occurs at any place where *You* or members of *Your* family are subject to a contract of employment.

10.3.2.6 Any claim if *Your Pet* is a cat.

10.3.2.7 Any claim resulting from *Your Pet* passing on any disease or virus.

10.3.2.8 Any claim whilst *Your Pet* is being transported in a motorised vehicle.

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

10.3.4 The matters referred to in the General Exclusions, Section 14;

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

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

10.3.7 Any claim where legal liability has not been established.

10.3.8 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 11 - GENERAL CONDITIONS**

**11.1 General Conditions**

11.1.1 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 10 - Third Party liability (Dogs Only).

11.1.2 A dog on a public highway must be on a collar and lead under control. Appropriate steps must be taken to ensure a dog does not escape or stray and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured. *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.

11.1.3 *You* must be the owner of *Your Pet* who must live with *You* at *Your* home address, as detailed within *Your* *Schedule*. If *You* are no longer the owner or *Your Pet* stops living with *You* at *Your* home address *You* must notify *Us* immediately as this may invalidate *Your* policy or reduce the level of claim payments. *You* must live in the UK where *You* and *Your* *Pet* live permanently for at least 9 Months within the *Policy Period*.

11.1.4 *You* must inform *Ultimate* as soon as possible of any change in circumstances relevant to this policy, including change of address, change of ownership, if *Your Pet* has been used for breeding, if *Your Pet* has had complaints made about its behaviour or any other change relating to *Your Pet* concerning information *We* have previously asked for. Failure to do so may invalidate this policy or reduce the level of claim payments. *We* may alter the terms of this policy when *We*are notified of such changes.

11.1.5 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*.

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

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

11.18 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.

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

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

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

11.1.12 **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.

11.1.13 **Territorial Limits**

This policy is valid in the *United Kingdom* and includes cover while *You* travel on *Holiday* with *Your* *Pet* in the *United Kingdom* 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* for 2 trips with a maximum of 30 days in each *period of insurance* under the Standard, Classic and Ultimate levels of cover. Please visit the gov.uk website to follow the latest guidance on travel within the EU post-Brexit.

11.1.14 *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.

11.1.15 *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 12 - HOW TO CLAIM**

**12.1** 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:

12.1.1 Download a claim form from [www.uispet.co.uk](http://www.uispet.co.uk/) or submit *Your* claim online.

12.1.2 Contact *Ultimate* by email at [petclaims@ultimateservices.co.uk](mailto:petclaims@ultimateservices.co.uk).

12.1.3 Contact *Ultimate* by telephone on 0330 102 5745 and request *Ultimate* to send *You* a claim form. Full instructions of how to complete the claim form will be provided. *You* must co-operate fully and truthfully to give *Ultimate* any information they may need.

12.1.4 Write to *Ultimate* at UIS Pet Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN and request *Ultimate* 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 *Ultimate*any information they may need.

**12.2 Notification of Claim Cost**

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

**SECTION 13 - CONDITIONS OF SETTLING CLAIMS**

**13.1** If requested by *Ultimate*, the *Vet* attending *Your* *Pet* or the usual or previous *Vet* must, at *Your* expense, provide *Ultimate* with all information about *Your* *Pet*, including its full medical history or its *Treatment* as *Ultimate* may require.

**13.2** *You* and *Your* *Vet* will have to complete all applicable sections of *Our* claim forms and submit the same to *Ultimate* before a claim can be assessed by *Ultimate*. An incomplete claim form will be returned and this will delay settlement of *Your* claim. *We* will not pay any fee charged by *Your* *Vet* for completing the claim form. *Your* fully completed claim form is to be returned to *Us* without undue delay and in any event within 90 days of the last date on which *Treatment* occurred.

**13.3** As to Sections 3 & 5 in order for a claim to be made it is *Your* responsibility to prove the price paid for *Your* *Pet.* If proof of purchase is not provided, *We* will pay up to £75 for a cat and up to £150 for a dog subject to the deductions shown in the table above as detailed in 3.1 b).

**13.4** For a claim under Section 5 *You* must provide *Us* with documentary evidence of the reward offer made and details of the beneficiary.

**13.5** 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*.

**13.6** *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 incepted

**SECTION 14 - GENERAL EXCLUSIONS**

This *policy* will not cover:

**14.1** Any *Pre-existing Conditions*.

**14.2** Any claims for *Illness* displaying *Clinical Signs* within 14 days of *Commencement Date*.

**14.3** Any claims for an *Accident* which occurs within 24 hours of the *Commencement Date*.

**14.4** Any claims arising from *Your* *Pet* being neutered or spayed.

**14.5** 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 DEFRA.

**14.6** *We* will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act on the part of any person.

**14.7** Any claims arising as a result of Act of Parliament, by law or central or local government regulation.

**14.8** *We* will only pay costs which are incurred as a direct consequence of the event which led to the claim *You* are making under thispolicy.

**14.9** Any claims arising as a result of *Your* *Pet* undergoing organ transplants or any experimental surgical procedures.

**14.10** Any loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**14.11** Any loss, *Injury*, damage, *Illness*, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to:

14.11.1 An epidemic, pandemic or other such health warning, and declared as such by

The World Health Organisation;

14.11.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;

14.11.3 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.

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

**14.13** Any costs arising as a result of a disease transmitted from animals or birds to humans.

**14.14** Payments where *We* have not received the correct premium before the start of each *Period of Insurance*.

**14.15** Payments under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.

**14.16** *We* shall not pay any claims where *Your* *Pet* has been used in any trade, profession or business, other than show dogs, including breeding, unless *We* have agreed in writing to cover such use. Show dogs are covered subject to policy terms and conditions.

**14.17** *We* shall not be liable for any claims of any kind which are caused by *Your* *Pet* straying, escaping, damaging property, or attacking persons or pets if *Your* *Pet* has done this on any previous occasion.

**14.18** **Excluded Pets**

14.18.1 Any dogs used for trade, profession or business.

14.18.2 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.

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

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

14.18.5 The following dogs, as outlined in the Dangerous Dogs Act 1991, 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.

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

* American Bandogge/Bandogge Mastiff
* **American/Irish Staffordshire Bull Terriers**
* **Australian Dingo**
* **Boerboel**
* **Bully Kutta**
* Canary Dogs/Perro De Pressa Canarios/Presa Canarios
* Cane Corsos
* Czechoslovakian Wolfdogs/Sarlooswolfhounds/ Wolf Hybrids
* Korean Jindo
* Northern Inuit Dogs
* Racing Greyhounds
* Shar Pei
* Tamaskan
* Utonagan

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

**14.20** 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.

**14.21**  The applicable *Excess* and *co-payment*, as shown in *Your Schedule.*

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

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

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

**14.24** 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.

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

**14.26** Any claims made for any event, *Accident*, *Illness* or *Injury* that happens outside of the policy period.

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

**SECTION 15 – NON PAYMENT**

**15.1** In the event of payment default *You* have 7 days from the date of default to contact *Us* to arrange payment. If payment is not received *Your* policy will be cancelled from the default date. A pro-rata charge for *Your* period on cover will be made as detailed in *Ultimate’s* Terms of Business. Where a claim has been made, the remaining policy premium for the policy year will be charged.

**15.2** 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 *Ultimate’s* Terms of Business.  Where a claim has been made, the remaining premium for the policy year will be charged.

**SECTION 16 - CANCELLATION RIGHTS**

**16.1** Once *You* have purchased a policy, *You* have 14 days from the *Commencement Dat*e within which *You* can cancel the policy. If *You* wish to cancel *Your* policy please contact *Ultimate’s* offices using the details below. Upon receipt of *Your* cancellation request *We* shall cancel *Your* policy and provided no claims have been made *You* shall receive a refund of any premium *You* have paid. *Ultimate* will charge an administration fee. Please refer to *Ultimate’s* Terms of Business for full details.

**16.2** If *You* wish to cancel *Your* policy at any other time*,* a pro-rata charge will be made as well as the administration charge detailed in *Ultimate’s* Terms of Business. If *You* wish to cancel *Your* policy please contact *Ultimate’s* offices using the details below.

**16.3** 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 *Ultimate’s* offices either in writing by post to Ultimate Insurance Solutions Limited, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN, or by email to [cancellations@ultimateservices.co.uk](mailto:cancellations@ultimateservices.co.uk) or by telephone on 0330 102 5762.

**16.4** *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*

**16.5** The administration charge for cancellation as specified in *Ultimate’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 17 – ADDITIONAL BENEFITS**

**17.1** *Your* policy includes the following additional benefits:

17.1.1 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.

17.1.2 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 18 - COMPLAINT HANDLING PROCEDURE**

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

**18.1** If *You* are unhappy with any part of *Our* service please write to the Complaints Department at Ultimate Insurance Solutions Limited, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN. Alternatively *You* can call on 0330 102 5741or email [complaints@ultimateservices.co.uk](mailto:complaints@ultimateservices.co.uk).

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

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

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

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

A copy of Ultimate Insurance Solutions Limited’s complaints procedure is available on request.

**18.3** **Financial Services Compensation Scheme**

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

**SECTION 19 – OTHER INFORMATION**

**How *We* protect *Your* Privacy**

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

**Purpose of Collection**

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

**Data consent**

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.

**Disclosure**

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

**Language**

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

**Opt Out**

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

**Updating *Your* Records**

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

**Altering *Your* Policy**

Should *You* wish to alter this policy please contact *Ultimate’s* office.  This can be done in writing by post to Ultimate Insurance Solutions Limited, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN, or by email to [customerqueries@ultimateservices.co.uk](mailto:customerqueries@ultimateservices.co.uk) or by telephone on 0330 102 5741.  If *You* have not received an acknowledgement from *Ultimate* within 14 days, *You* must post the details by recorded delivery. An administration charge will be made for any policy alteration as detailed in *Ultimate’s* Terms of Business.

**The Information *You* Gave *Us***

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

**Fraud**

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

**Policy Duration**

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

### Renewal

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

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

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

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

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

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

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

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

## Telephone Call Charges

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

**About the Insurer**

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

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

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

**About the Administrator**

Ultimate Insurance Solutions Limited, registered in England and Wales No 03299891. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Ultimate Insurance Solutions Limited is authorised and regulated by the Financial Conduct Authority (No. 311368).

**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.