

PAWS&CLAWS PET INSURANCE

POLICY DOCUMENT

Policy Booklet Number PAW/IFL/IHO

Policy Booklet Effective Date October 2019

ONE PAW, TWO PAWS, TWO PAWS PLUS, THREE PAWS, FOUR PAWS AND FIVE PAWS COVER

Policy Wording

This is *Your* Policy Document

This document explains exactly what cover is provided and contains the terms and conditions of *Your* policy. This document, together with *Your* application for cover and *Schedule* forms the policy and should be read as one document. The *Schedule* contains information about *You*, *Your Pet*, the period of cover and the premium. *We* have included all the various cover levels *We* offer within this one policy document. *You* only need to read the parts relevant to the cover *You* have selected. Please look at *Your Schedule* to confirm what level of cover *You* have selected. If *You* are unsure, please contact 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. *You* are entitled to use the services of any registered veterinary practitioner in the UK, Channel Islands and the Isle of Man. *Veterinary Fees* are defined in Sections 1 & 2 of this document and are subject to stated limits, *Excesses* and applicable *Waiting Periods*.

This policy is a fixed-term contract of insurance not a continuous permanent health policy. It provides cover for *Your Pet* while *You*, or anyone acting with *Your* permission, is looking after it. *We* will only provide cover once 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 5747.

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 sudden, unforeseen, and unintended event causing *Injury* to *Your Pet*.

Aggregate Limit means the maximum amount *We* will pay to settle *Your* claims.

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

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

Benefit Limits means the total amount payable per claim or per *Condition* per each section of coverage. The maximum *Benefit Limit* that *We* will pay for a single *Condition*, a *Recurring Condition* or a *Chronic Condition* suffered by *Your Pet* is the *maximum Benefit Limit* that was current in the *Policy Period* when the *Condition* first manifested, as stated in *Your* policy *Schedule*. If *You* stop making premium payments to *Us* then cover for any on-going *Conditions* will cease.

Benefit Limits are reduced in accordance with applicable deductions and not renewed on a monthly basis.

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

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

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

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

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 One Paw and Two Paw Policies.

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 to the original claim. If two or more claims are initially assessed as separate *Conditions* then later recognised as a continuation/recurring/or *Bilateral Condition* and/or claim, *We* will combine each related claim and consider as one *Condition*. The total amounts paid for each related claim shall then be deducted from the *Benefit Limit* applicable. Should this result in the *Benefit Limit* being reached or exceeded, no further claims for that *Condition* will be paid and any overpayment will be requested back and/or deducted from future claims.

Dentistry means *Treatment* to the teeth and gums of *Your Pet* which is as a direct result of an *Accident* or *Injury* to *Your Pet*. There is no cover for *Dentistry* on One Paw Policy.

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 Section 8.

Holiday means a vacation or pleasure trip including at least one overnight stay made by *You* outside of the United Kingdom, which commences and ends in the United Kingdom. For Policyholders living in the Channel Islands or the Isle of Man, *Holiday* means a vacation or pleasure trip including at least one overnight stay made by *You* outside the Channel Islands or the Isle of Man which commences and ends in the Channel Islands or Isle of Man. Please note that for Section 6, the definition of *Holiday* is expanded to include *Your Pet* accompanying *You on Holiday*, however cover is restricted to travelling with *Your Pet* in European Union member countries which are included in the Pet Travel Scheme (PETS) only.

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

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

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

Insurance Factory means Insurance Factory Limited, who is the administrator for all sections of this policy (excluding section 8 which is administered by Ageas Insurance Limited). Insurance Factory Limited are authorised and regulated by the Financial Conduct Authority (No. 306164). Registered in England and Wales Number 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

HDI Global Specialty SE UK Branch means the underwriter HDI Global Specialty SE UK Branch who are registered in Germany, registration number HRB 211924. Registered Office Roderbruchstraße 26, 30655 Hannover, Germany acting through its UK branch whose office is located at 10 Fenchurch Street, London, EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht, and authorised and subject to limited regulation by the Financial Conduct Authority (No. 659331). Details about the extent of its authorisation and regulation by the Financial Conduct Authority are available from *Us* on request.

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

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

Pre-existing Condition means:

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

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.

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

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

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*.

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

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

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

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

Waiting Period means a period of 14 days starting from the *Commencement Date* of the initial *Policy Period* during which an *Illness* occurs or shows *Clinical Signs*; For *Accidents* there is a *Waiting Period* 48 hours starting from the *Commencement Date* of the initial *Policy Period*. Any *Accident* or *Illness* claims will be excluded during the *Waiting Period*. If *You* upgrade *Your* policy from an *Accident* only to any policy which includes *Illness* cover the *Waiting Period* will apply from the transfer date.

We, Our, Us means *Insurance Factory*: acting as administrators for: *HDI Global Specialty SE UK Branch*.

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 (ONE PAW AND TWO PAWS – ACCIDENT ONLY)

2A.1 Cover

We will pay the claim amount for normal and customary *Veterinary Fees* (including *Complementary Medicine* and *Dentistry* for Two Paws Policy only) up to the maximum *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*. 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* and *Dentistry* for Two Paws only is not a separate limit and is therefore included within the maximum *Benefit Limit* amount as shown in *Your Schedule*. There is no cover for *Complementary Medicine* and *Dentistry* for One Paw Policy.

The *Benefit Limit* is applied separately to every unrelated *Accident* or *Injury* claimed for subject to an annual *Aggregate Limit* of £10,000.

Upgrade/Downgrade cover – If *You* transfer *Your Pet* to a plan with an 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.

2A.2 Level of Veterinary Fees allowed

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

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

2A.3 Exclusions

The following are excluded from cover:

- 2A.3.1 Costs resulting from an *Illness* or any *Accident / Injury* relating to or caused by an *Illness*;
- 2A.3.2 Any costs for or relating to cruciate ligament damage;
- 2A.3.3 Any costs for or relating to CT/MRI Scans and *Associated Costs*;
- 2A.3.4 Costs resulting from an *Accident* or *Injury* that;
 - 2A.3.4.1 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.3.4.2 is caused by, relates to or results from an *Accident, Injury* or *Clinical Signs* *Your Pet* had before the *Commencement Date*.
- Please note if *Your Pet* first showed any *Clinical Signs*; or was diagnosed with an *Accident* or *Injury* related *Condition* prior to the *Commencement Date*, *We* may apply an exclusion to *Your* policy in respect of this *Accident* or *Injury*.
- 2A.3.5 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*;
- 2A.3.6 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, kitting, bathing, de-matting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;
- 2A.3.7 Costs for any *Treatment* relating to or resulting from breeding *Your Pet* and any complications that may occur as a result of these procedures;
- 2A.3.8 Any dental or gum *Treatment* for One Paw policy;
- 2A.3.9 For Two Paws policy, any dental or gum *Treatment* will be excluded, unless required as a direct result of an *Accident* or *Injury* to *Your Pet*. Please note any routine, preventative or cosmetic dental or gum *Treatment* will not be covered;
- 2A.3.10 Any *Treatment* received by *Your Pet* after the *End Date*;
- 2A.3.11 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;
- 2A.3.12 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.3.13 Costs of *Your Pet* being euthanased except when it is to alleviate incurable and inhumane suffering and *Your Vet* has recommended it; always excluding the costs of *Your Pet* being euthanased or financial reasons or because of behavioural problems;

- 2A.3.14 Costs of cremation and disposal, including post mortem costs, coffins or caskets;
- 2A.3.15 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred; 2A.3.16
Costs for *Treatment of Conditions* arising from *Your Pet* being under or over the recommended weight range;
- 2A.3.17 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.3.18 Extra fees on external laboratory fees. We will only pay the external fee plus up to £20 for post and packaging and interpretation;
- 2A.3.19 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.3.20 *Continuation Claims* unless *You* have paid the required premiums to keep *Your* policy in force;
- 2A.3.21 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.3.22 The *Excess* applicable to this section of cover;
- 2A.3.23 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.3.24 Any *Unlicensed Treatment* or any complications arising from this;
- 2A.3.25 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.3.26 Any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow, and/or knee joints.
- 2A.3.27 Costs resulting from an *Accident* that occurred during the *Waiting 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* and *Dentistry* for *Two Paws* policy) which is in addition to the deduction of the applicable standard *Excess* and will also apply to all *Continuation Claims*.

SECTION 2B – VETERINARY FEES (TWO PAWS PLUS, THREE PAWS, FOUR PAWS, FIVE PAWS – ACCIDENT AND ILLNESS)

2B.1 COVER FOR TWO PAWS PLUS

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. 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*, cruciate ligament and CT/MRI Scans and *Associated Costs* is not a separate limit and is therefore included within the maximum *Benefit Limit* amount as shown in *Your Schedule*.

The *Benefit Limit* is applied separately to every unrelated *Injury* or *Condition* claimed for per *Policy Period* subject to an annual *Aggregate Limit* of £10,000.

Upgrade/Downgrade cover – If *You* transfer *Your Pet* to a plan with an 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.

COVER FOR THREE PAWS

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*.

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

The *Benefit Limit* is applied separately to every unrelated *Injury* or *Condition* claimed for per *Policy Period*.

Upgrade/Downgrade cover – If *You* transfer *Your Pet* to a plan with an 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.

COVER FOR FOUR PAWS AND FIVE PAWS

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*.

The *Benefit Limit* is applied separately to every unrelated *Injury* or *Condition* claimed for per *Policy Period* subject to an aggregate claims

limit as shown in *Your Schedule* per *Injury* or *Condition*.

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*.

Upgrade/Downgrade cover – If *You* transfer *Your Pet* to a plan with an 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.2 Level of Veterinary Fees allowed

Every claim will be reviewed by an internal pet claims assessor and compared to charges for the same or similar *Treatment* within the same area to ensure that the *Treatment* and *Veterinary Fees* are reasonable, necessary, essential and not excessive. *We* will only pay up to a maximum of 100% mark up on the 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 - FOR FOUR AND FIVE PAWS ONLY

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 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 - FOR FOUR AND FIVE PAWS ONLY

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 first showed *Clinical Signs* during the *Waiting Period*;

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

2B.6.3.1 is the same as or has the same diagnosis or *Clinical Signs* as an *Accident, Injury, 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, kitting, bathing, de-matting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;

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* for Three Paws policy;

2B.6.10 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* for Four and Five Paws policies. Please note any routine, preventative or cosmetic dental or gum *Treatment* will not be covered;

2B.6.11 Any *Illness* resulting from *Dentistry Treatment*;

2B.6.12 *Treatment* received by *Your Pet* after the *End Date*;

- 2B.6.13 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;
- 2B.6.14 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.6.15 Costs of *Your Pet* being euthanased except when it is to alleviate incurable and inhumane suffering and *Your Vet* has recommended it, always excluding the costs of *Your Pet* being euthanased for financial reasons or because of behavioural problems;
- 2B.6.16 Costs of cremation and disposal, including post mortem costs, coffins or caskets;
- 2B.6.17 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;
- 2B.6.18 Costs for *Treatment of Conditions* arising from *Your Pet* being under or over the recommended weight range; except weight gain as a result of a diagnosed *Illness*;
- 2B.6.19 The cost of any diet food, even if prescribed, other than those detailed at 2B.4;
- 2B.6.20 Any costs associated with routine or investigative laboratory tests or procedures unless the *Clinical Signs* /symptoms exist and the tests and procedures are to diagnose a specific *Condition*;
- 2B.6.21 Extra fees on external laboratory fees. *We* will only pay the external fee plus up to £20 for post and packaging and interpretation;
- 2B.6.22 Any cost of pheromone products, including DAP diffusers and Feliway and/or similar feline facial pheromone products used in either a spray or an electric diffuser format and any general health enhancers;
- 2B.6.23 *Continuation Claims* unless *You* have paid the required premiums to keep *Your* policy in force;
- 2B.6.24 Claim settlements where *You* have failed to pay the relevant premium due to *Us* or *You* cancel *Your* policy. In these circumstances any eligible claim payment will be deducted from any outstanding premium due;
- 2B.6.25 The *Excess* 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 wellbeing of *Your Pet* and any general health enhancers;
- 2B.6.27 Any *Unlicensed Treatment* or any complications arising from this;
- 2B.6.28 Any *Unlicensed Medication* unless proved that all other licensed medication has been given with no effect and that the *Unlicensed Medication* has been (a) recommended by *Your Vet* and (b) proven to have a beneficial effect for that *Condition*. *We* will not pay for any complications arising from this *Treatment*.

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

SECTION 3 - DEATH OF PET FROM ACCIDENT OR ILLNESS (TWO PAWS, TWO PAWS PLUS, FOUR PAWS AND FIVE PAWS ONLY)

3.1 Cover

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

- a) Where proof of purchase is available; up to the price paid or the amount shown in the *Schedule* (whichever is the lesser) subject to the deduction shown in the table below according to the *Pet's* age at the date the *Pet* dies or is euthanased, or,
- b) Where proof of purchase is not available; up to £75 for a cat and up to £150 for a dog (Fixed Amount) subject to the deduction shown in the table below according to the *Pet's* age at the date the *Pet* dies or is euthanased.

Age of <i>Pet</i> at the date the <i>Pet</i> dies or is euthanased.	Deduction from price paid, fixed amount or amount Shown in <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*;

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

3.2 Exclusions

The following are excluded from cover:

- 3.2.1 Death from *Accident* and *Illness* where *You* have purchased a One Paw or Three Paws policy;
- 3.2.2 Death from *Illness* where *You* have purchased a Two Paws policy;
- 3.2.3 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;
- 3.2.4 Euthanasia due to behavioural problems or for financial reasons;
- 3.2.5 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*;
- 3.2.6 Death of *Your Pet* if aged 8 years and over at the time of death;
- 3.2.7 Any death resulting from breeding, pregnancy or giving birth;
- 3.2.8 Any claim if the death has been a result of preventative, routine or elective *Treatment/* procedure. See *Veterinary Fees*;
- 3.2.9 Any death caused by an *Accident* or *Illness/Clinical Signs* first noticed before the *Commencement Date* or within the *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 (TWO PAWS, TWO PAWS PLUS, FOUR PAWS AND FIVE PAWS ONLY)

4.1 Cover

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

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

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

4.2 Exclusions

The following are excluded from cover:

- 4.2.1 Any claim 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*.
- 4.2.2 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 (TWO PAWS, TWO PAWS PLUS, FOUR PAWS AND FIVE PAWS ONLY)

5.1 Cover

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

- a) Where proof of purchase is available; up to the price paid or the amount shown in the *Schedule* (whichever is the lesser) subject to the deduction shown in the table in Section 3 above according to the *Pet's* age at the date the *Pet* is stolen or strays, or,
- b) Where proof of purchase is not available; up to £75 for a cat and up to £150 for a dog (Fixed Amount) subject to the deduction shown in the table in Section 3 above according to the *Pet's* age at the date the *Pet* is stolen or strays.
- c) We will also pay up to the *Benefit Limit* as noted in the *Schedule* to cover the cost for advertising and reward which leads to getting *Your Pet* back provided *You* have *Insurance Factory'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

The following are excluded from cover:

- 5.2.1 Any cover under this Section of the policy where *You* have purchased a One Paw or Three Paws policy;
- 5.2.2 Theft which does not involve forcible and violent entry to a secure area, such as a pen or *Your* home;
- 5.2.3 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;
- 5.2.4 Any claim where *You* or the person looking after *Your Pet* has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the *Pet's* loss would not be deemed to have been stolen i.e. abandoned deliberately;
- 5.2.5 Any claim where the *Pet* is aged 8 years and over at the time of loss.

5.3 Specific Conditions

- 5.3.1 In order to determine the price paid for *Your Pet*, *You* must provide, at *Your* expense, proof of purchase. If proof of purchase is not provided, We will pay up to £75 for a cat and up to £150 for a dog subject to the deductions shown in the table above as detailed in 3.1 b);
- 5.3.2 *Your Pet* must not be found within 45 days of being stolen or straying;
- 5.3.3 *Your Pet* must have disappeared from *Your* address or any other place as may be noted on the *Application Form* or in any endorsement to the policy;
- 5.3.4 *You* must report the loss of *Your Pet* to at least one rescue centre in the case of a cat and to a dog warden in the case of a dog. In the case of theft *You* must report the theft to the police and obtain a crime reference number;
- 5.3.5 If *Your Pet* is found or has returned after claiming, *You* must repay *Us* the full amount *We* have paid out under this section of the policy.

SECTION 6 - HOLIDAY CANCELLATION COVER (FOUR PAWS AND FIVE PAWS ONLY)

6.1 Cover

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

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

6.2 Exclusions

The following are excluded from 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*.

SECTION 7 - OVERSEAS TRAVEL EXTENSION (TWO PAWS, TWO PAWS PLUS, FOUR PAWS AND FIVE PAWS 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* towards the costs of emergency veterinary *Treatment*. This cover applies to a maximum *Holiday* duration of no more than 30 days made up of no more than 2 *Holidays* in total per *Policy Period*. Cover starts from when *You* have left the UK (or Channel Islands or Isle of Man if this is *Your* place of residence). Cover will cease at midnight on the 30th day of the *Holiday* duration.

7.2 Exclusions

- 7.2.1 More than the *Benefit Limit* as shown in the *Schedule* for emergency *Veterinary Fees*;
- 7.2.2 Any costs resulting from a *Holiday* that started before the *Commencement Date*;
- 7.2.3 Any costs for *Treatment* occurring outside the maximum *Holiday* duration of 30 days;
- 7.2.4 Any costs resulting from:
 - 7.2.4.1 An *Injury* or *Illness* that first showed *Clinical Signs* before *Your Holiday* started; or
 - 7.2.4.2 An *Injury* or *Illness* that is the same as or has the same diagnosis or *Clinical Signs* as an *Injury*, *Illness* or *Clinical Signs* *Your Pet* had before *Your Holiday* started; or
 - 7.2.4.3 An *Injury* or *Illness* that is caused by, relates to or results from an *Injury*, *Illness* or *Clinical Signs* *Your Pet* had before *Your Holiday* started no matter where the *Injury*, *Illness* or *Clinical Signs* are noticed or happen in or on *Your Pet*'s body except that *We* shall continue to provide cover under this policy where *Your Pet* is already receiving *Treatment* for an on-going *Condition* under an existing policy with *Us*; or
 - 7.2.4.4 Any *Illness* or any *Accident / Injury* relating to or caused by an *Illness* where you have purchased a Two Paws policy.
- 7.2.5 The cost of food for *Your Pet*;
- 7.2.6 Costs resulting from an *Accident* or *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 costs, coffins or caskets;
- 7.2.10 *We* will not pay for a claim that is caused by, connected to or resulting from:
 - 7.2.10.1 *You* not complying with any part of a Pet Travel Scheme whether imposed by the UK government, a transport company or other countries involved in The Pet Travel Scheme (PETS) or any Legislation brought in by the Department For Environment, Food, & Rural Affairs (DEFRA);
 - 7.2.10.2 Any confiscation, detention, requisition, damage, destruction or any prohibitive regulations by customs or any government officials or authorities of any country unless specifically covered by this policy;
 - 7.2.10.3 Travel outside European union countries included in the Pet Travel Scheme (PETS);
 - 7.2.10.4 *You* having to comply with any part of the Pet Travel Scheme (PETS) unless specifically covered by this policy; or
 - 7.2.10.5 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 *Insurance Factory* immediately on 0330 102 5747 for pre-authorisation as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

SECTION 8 - THIRD PARTY LIABILITY (DOGS ONLY) (ALL COVERS EXCEPT ONE PAW)

8.1 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:

- 8.1.1 Compensation and the claimant's costs and expenses;
- 8.1.2 The legal costs and expenses incurred with *Our* written consent for defending a claim made against *You* under this Section.

The maximum *We* will pay for Third Party Liability is shown in *Your Schedule* in respect of any one occurrence or all occurrences of a

series consequent on or attributable to any one original cause or source.

8.2 Specific Conditions

- 8.2.1 *You* must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident;
- 8.2.2 *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;
- 8.2.3 *You* agree for *Us* to take charge of *Your* claim and allow *Us* to prosecute, defend or settle the same on terms *We* are advised are reasonable in *Your* name for *Our* benefit;
- 8.2.4 *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;
- 8.2.5 *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.

8.3 Exclusions

This Section shall not apply to liability in respect of:

- 8.3.1 Any compensation, costs or expenses:
 - 8.3.1.1 For defending *You* which *We* have not agreed to in writing beforehand;
 - 8.3.1.2 If *You* are legally liable because of a contract *You* have entered into;
 - 8.3.1.3 If the claimant is a person who lives with *You*, is a member of *Your Immediate Family* or is employed by *You*;
 - 8.3.1.4 Which involves *Your* employment, profession, occupation or business;
 - 8.3.1.5 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;
 - 8.3.1.6 Where *You* have not followed advice given to *You* by previous owners of *Your* dog or by any re-homing organisation about *Your* dog's behavioural traits;
 - 8.3.1.7 For an incident at *Your* workplace;
 - 8.3.1.8 If *You* are insured under any other insurance policy that covers the same loss, unless that cover has been exhausted.
- 8.3.2 Any claims:
 - 8.3.2.1 Arising from loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
 - 8.3.2.2 Arising as a result of any deliberate act, wilful default or neglect by *You*;
 - 8.3.2.3 As a result of *Your* dog's interaction with other animals;
 - 8.3.2.4 As a result of any person handling *Your* dog without *Your* permission or consent.
- 8.3.3 The *Excess* applicable to this section of cover;
- 8.3.4 The matters referred to in the General Exclusions, Section 13;
- 8.3.5 The cost of fines, penalties, punitive, exemplary, aggravated, liquidated and multiple damages;
- 8.3.6 Any claim or other proceedings against *You* or *Your Immediate Family* lodged or prosecuted in a court outside the United Kingdom.

SECTION 9 – ADDITIONAL BENEFITS

9.1 *Your* policy includes the following additional benefits:

- 9.1.1 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.
- 9.1.2 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 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 8 - Third Party liability (Dogs Only).
- 10.1.2 A dog on a public highway must be on a collar and lead under control. Reasonable steps must be taken to ensure a dog does not escape or stray and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured. If in the UK, *Your* dog must have a collar that shows *Your* details so *You* can be contacted if *Your* dog becomes lost.
- 10.1.3 *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, the Isle of Man, or the Channel Islands where *You* and *Your Pet* live permanently for at least 9 Months within the period of insurance.
- 10.1.4 *You* must inform *Insurance Factory* as soon as possible of any change in circumstances relevant to this policy, including change of address, change of ownership, if *Your Pet* has been used for breeding, if *Your Pet* has had complaints made about its behaviour or any other change relating to *Your Pet* concerning information *We* have previously asked for. Failure to do so may invalidate this policy or reduce the level of claim payments. *We* may alter the terms of this policy when *We* are notified of such changes.
- 10.1.5 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 ensure that *Your Pet* is vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis, feline leukaemia and cat flu for cats. *You* must also agree to have *Your Pet* vaccinated against any other disease a *Vet* feels is necessary. *You* must keep *Your Pet's* vaccinations up to date, as recommended by *Your Vet*. If any of the above diseases are not vaccinated against they will be excluded from the policy.
- 10.1.7 *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.
- 10.1.8 *You* must not misrepresent, mis-state, omit or conceal any information, (such as current and past health of *Your Pet*, previous medical *Treatment* or *Conditions*, behavioural issues, previous or existing legal proceedings against *You* in respect of *Your Pet* etc) from the application for this insurance or when renewing it or claiming against it. Failure to do so may result in *Us* cancelling or voiding this policy and retaining any paid premiums or reducing the level of claim payments depending on the circumstances in respect of any period of cover.
- 10.1.9 If *We* have made any overpayment regarding claim settlements, this will be requested back in full and/or deducted from any future claims.
- 10.1.10 If a dispute arises and the dispute relates to any sum to be paid under this policy then it may be referred to a single arbitrator. The decision of the arbitrator shall be final and binding. Differences not referred to arbitration within 365 days of the date the difference occurred will be deemed to have been abandoned. Please note that this does not affect *Your* rights to refer *Your* claim to the Financial Ombudsman Service.
- 10.1.11 Where a dispute arises due to a difference of opinion between *Vets* then *We* shall appoint an independent *Vet* whose decision shall be binding. The costs of the independent *Vet* will be shared equally by *You* and *Us*.
- 10.1.12 When inviting renewal of this policy *We* may, at *Our* sole discretion amend the premium and/or terms and conditions of *Your* policy.
- 10.1.13 **Rights of Third Parties**
The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 nor any amendments to the Act or replacement legislation.

SECTION 11 - HOW TO CLAIM

- 11.1 In the event of an *Accident*, *Injury*, *Illness*, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, *You* must either:
- 11.1.1 Download a claim form from www.pawsandclawspetinsurance.co.uk or submit *Your* claim online;
- 11.1.2 Contact *Insurance Factory* by email at petclaims@insurancefactory.co.uk;
- 11.1.3 Contact *Insurance Factory* by telephone on 0330 102 5747 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 Write to *Insurance Factory* at Paws&Claws Pet Insurance, 5th Floor, 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 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 *Insurance Factory* immediately on 0330 102 5747 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 should be returned to *Us* without undue delay and in any event within 90 days of the incident occurring or *Your* renewal if sooner.
- 12.3 As to Sections 3 & 5 in order for a claim to be made it is *Your* responsibility to prove the price paid for *Your Pet*. If proof of purchase is not provided, *We* will pay up to £75 for a cat and up to £150 for a dog subject to the deductions shown in the table above as detailed in 3.1 b).
- 12.4 For a claim under Section 5 *You* must provide *Us* with documentary evidence of the reward offer made and details of the beneficiary.
- 12.5 *You* must continue to pay *Your* premium and renew *Your* policy in order to receive payment for claims. In the event *You* fail to pay *Your* premium, lapse *Your* policy or cancel *Your* policy all claim payments will cease from the date the policy is either lapsed or cancelled, or from the date of default in the event of non-payment, and no further monies will be due from *Us*.

SECTION 13 - GENERAL EXCLUSIONS

- 13.1 Any *Pre-existing Conditions*.
- 13.2 Any claims for *Illness* displaying *Clinical Signs* within 14 days of *Commencement Date*.
- 13.3 Any claims arising from *Your Pet* being neutered or spayed.
- 13.4 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.
- 13.5 *We* will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act on the part of any person.
- 13.6 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 13.7 *We* will only pay costs which are incurred as a direct consequence of the event which led to the claim *You* are making under this policy.
- 13.8 Any claims arising as a result of *Your Pet* undergoing organ transplants or any experimental surgical procedures.
- 13.9 Any loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
- a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - b) war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 13.10 Any loss, *Injury*, damage, *Illness*, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to:
- 13.10.1 An epidemic, pandemic or other such health warning, and declared as such by the Department of Health and Children and/or the World Health Organisation;
 - 13.10.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
 - 13.10.3 Any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
- If *We* allege that, by reason of this exclusion, any claim is not covered by this policy the burden of proving the contrary shall be *Your* responsibility.
- 13.11 Where *You* have not followed advice given to *You* by previous owners of *Your Pet* or by any re-homing organisation.

- 13.12** Any costs arising as a result of a disease transmitted from animals or birds to humans.
- 13.13** Payments where *We* have not received the correct premium before the start of each *Policy Period*.
- 13.14** Payments under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.
- 13.15** *We* shall not pay any claims where *Your Pet* has been used in any trade, profession or business, other than show dogs, including breeding, unless *We* have agreed in writing to cover such use. Show dogs are covered subject to policy terms and conditions.
- 13.16** *We* shall not be liable for any claims of any kind which are caused by *Your Pet* straying, escaping, damaging property, or attacking persons or pets if *Your Pet* has done this on any previous occasion.
- 13.17 Excluded Pets**
- 13.17.1 Any dogs used for trade, profession or business.
- 13.17.2 Any dogs used as gundogs, used for or in connection with shooting or for the purposes of hunting of any kind whether for business or recreational purposes.
- 13.17.3 Any dogs used for guarding, racing, coursing or beating whether for business or recreational purposes.
- 13.17.4 Any *Pets* used for breeding (any more than one accidental pregnancy would be classed as breeding). Please note there is no cover for any *Injury/Illness/Treatment* resulting from or relating to breeding, whelping or kitting.
- 13.17.5 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 to be dangerous by the Secretary of State and subsequently added to the Dangerous Dogs Act 1991.
- 13.17.6 In addition, the following types/breeds and/or any 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/Presca Canarios
 - Cane Corsos
 - Czechoslovakian Wolfdogs/Sarlooswolfhounds/ Wolf Hybrids
 - Korean Jindo
 - Northern Inuit Dogs
 - Racing Greyhounds
 - Shar Pei
 - Tamaskan
 - Utonagan
- 13.18** Any *Pet* less than 8 Weeks old.
- 13.19** Claim settlements where *You* have failed to pay the relevant premium due to *Us* or *You* cancel *Your* policy. In these circumstances any eligible claim payment will be deducted from any outstanding premium due.
- 13.20** The applicable *Excess*, as shown in *Your Schedule*.
- 13.21** Loss, damage, cost or expense of whatever nature arising directly or indirectly from an Act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
- For the purpose of this General Exclusion an Act of Terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 13.22** Any previous and/or existing occasions where *Your Pet* has shown (or displayed) any adverse behavioural or aggressive characteristics which has been noted by either yourself, the breeder, veterinary practice, rehoming organisation or any previous owner(s).

SECTION 14 – NON PAYMENT

- 14.1** In the event of payment default *You* have 7 days from the date of default to contact *Us* to arrange payment. If payment is not received *Your* policy will be cancelled from the default date. A pro-rata charge for *Your* period on cover will be made as detailed in *Insurance Factory's* Terms of Business. Where a claim has been made, the remaining policy 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 0370 060 2729.
- 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 cancellations 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 - COMPLAINT HANDLING PROCEDURE

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

- 16.1** If *You* are unhappy with any part of *Our* service please write to the Complaints Department at *Insurance Factory Insurance Solutions Limited*, 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, Hampshire, PO2 8DE. Alternatively, *You* can call on 0330 102 5747 or email complaints@insurancefactory.co.uk. If *You* have a complaint in respect of Section 8 – Third Party liability (Dogs Only) write to *Ageas Insurance Limited* Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or visit *Us* at www.ageas.co.uk/complaints.
- 16.2** If *You* remain dissatisfied, *You* may then refer *Your* complaint to the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR, telephone 0800 023 4567 from a landline or 0300 123 9123 from a mobile phone. Details on how to progress *Your* complaint to the Financial Ombudsman Service will be provided by *Insurance Factory Limited*/*Ageas Insurance Limited*, as applicable, or can be found at www.financial-ombudsman.org.uk.

Or alternatively *You* can use the Online Dispute Resolution Platform (ODR) by visiting the page: <http://ec.europa.eu/consumers/odr>.

- 16.3** **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.
- 16.4** *Your* legal rights are unaffected.

SECTION 17 – HOW WE USE YOUR DATA

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 which *You* can access via <https://www.pawsandclawspetinsurance.co.uk/> 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 the United Kingdom. *We* collect 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* information for a number of purposes. These include: providing *You* with *Our* services; dealing with *Your* claim; carrying out checks such as fraud checks and credit checks; and where agreed, providing *You* with information about *Our* products and services.

In order to provide *Our* services to *You*, *We* may share *Your* information with other insurance companies, solicitors, regulators, business partners and third party suppliers. *We* may also have a legal obligation to provide *Your* information, in certain circumstances, with regulators, police and other

public bodies. Information *You* supply may be used for the purposes of insurance administration by *Us* and third parties. These third parties may share *Your* information with their own agents.

Providing you with details on our Products and Services

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

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

If *You* no longer wish to be contacted for marketing purposes then please contact *Us* by e-mailing customerqueries@insurancefactory.co.uk.

Your Rights as a Data Subject

Under Data Protection Laws *You* have certain rights; these include for example, a right to understand what data *We* hold on *You* and a right to ask *Us* to amend that data if it is incorrect. If *You* would like to exercise any of *Your* rights 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 18 – 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 5747 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 5747. 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 reasonable care in response to the questions and statements concerning this insurance. If *You* fail in *Your* duty of taking reasonable care not to make a misrepresentation to *Us*, *We* may exercise certain remedies that include cancelling this policy, retaining premiums or reducing the benefits due in terms of the policy. If *You* are in any doubt as to whether a fact is or may be important to *Us*, *You* must tell *Us* about it.

Fraud

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

Policy Duration

All *Our* policies are 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

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

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

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

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

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

Telephone Call Charges

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

About the Insurer

HDI Global Specialty SE UK Branch is registered in Germany, registration number HRB 211924. Registered Office Roderbruchstraße 26, 30655 Hannover, Germany acting through its UK branch whose office is located at 10 Fenchurch Street, London, EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht, and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331). Details about the extent of its authorisation and regulation by the Financial Conduct Authority are available from *Us* on request.

Section 10 of *Your* policy is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, Registered in England and Wales No. 354568.

HDI Global Specialty SE UK Branch are authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht, and authorised and subject to limited regulation by the Financial Conduct Authority. Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register Number 202039. The above details can be checked on the Financial Services register by visiting the FCA's website at www.fsa.gov.uk/register/firmSearchForm.do or www.fca.org.uk/register which includes a register of all the firms they regulate.

As the underwriters, both *HDI Global Specialty SE UK Branch* and Ageas Insurance Limited are responsible for this *Policy Document*.

About the Administrator

Paws and Claws is a registered trading name of Insurance Factory Limited. Insurance Factory Limited (FCA No. 306164) is authorised and regulated by the Financial Conduct Authority. If *You* have any questions please call *Our* friendly customer service team on 0330 102 5747, Monday to Friday 8:00am to 8:00pm or Saturday 9:00am to 2:00pm; or visit *Our* website www.pawsandclawspetinsurance.co.uk; or email *Us* at customerqueries@insurancefactory.co.uk. *Insurance Factory* provides administration, customer services and claims services on *HDI Global Specialty SE UK Branch's* behalf.

Changes to the Policy

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

Governing Law and Courts

This (contract)/(policy) will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless *You* live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).