

K9 COVER

POLICY WORDING

FOR PEACE OF MIND

Please take a little time to read and understand what **We** will cover and what **We** will not cover under **Your** insurance contract along with what **You** should do in the event of a claim to avoid any frustration or disappointment.

This document explains the detailed terms of **Your** insurance once **Your** details are accepted by **Us**. **We** have tried to make this insurance contract easily understood by **You**, the customer, in an effort to eliminate unrealistic expectations if an unfortunate incident should occur.

At the same time let **Us** assure **You** that if something occurs that is covered by this insurance contract, then **We** will try **Our** best to provide **You** with a high level of timely and courteous service.

PET INSURANCE

This Pet Insurance Policy is underwritten by Alwyn Insurance Company Limited. Alwyn Insurance Company Limited is a private limited company incorporated in Gibraltar, incorporation number 106261 (Registered Office: PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA) and is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority (FCA). Details about the extent of our regulation by the FCA are available from us on request. FCA Firm Reference Number is 571591.

K9 Cover is a trading name of I-Capitalise Limited. I-Capitalise Limited is an appointed representative of Healix Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority. FCA Firm Reference Number is 437248.

This evidence of insurance is to confirm that the **Pet** for which **You** have paid the appropriate premium is insured. This document only constitutes a valid evidence of insurance when it is issued in conjunction with a **Certificate of Insurance**.

READ ME FIRST ELIGIBILITY

- 1) **Your Pet** must be aged between 8 weeks and 10 years on the date which cover for this insurance **Policy** commences.
- 2) You must disclose any **Pre-Existing** or **Chronic Condition(s)**. Cover is excluded for any **Pre-Existing** or **Chronic Condition(s)** unless disclosed to **Us** and **We** agree cover
- 3) Your Pet must not be used for guarding, track racing or coursing.
- 4) **Your Pet** must not be a dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario (Dogo Canario), Japanese Tosa or a 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 or the breeds as listed in the 'General Exclusions section' of this policy document; and any other breed or type deemed to be dangerous by the Secretary of State and subsequently added to the Dangerous Dogs Act 1991.
- 5) Your dog must not have been the subject of any complaint to the police.
- 6) This **Policy** is only available to **You** if **You** and **Your Pet** are permanently resident in the **United Kingdom**.
- 7) Your dog must be microchipped.
- 8) Your Pet must be registered at a United Kingdom Veterinary Practice on the Policy start date.

STATEMENT OF DEMANDS AND NEEDS

This **Policy** meets the demands and needs of the customer who requires cover for **Veterinary Fees** incurred due to the treatment of their dog for **Injury** or **Illness**. **We** do not make personal recommendations as to the suitability of the **Policy** to individual circumstances.

EVIDENCE OF COVER

You should read this document carefully. It gives **You** full details of what is and is not covered and the conditions of the cover.

POLICY INFORMATION OR ADVICE

If **You** would like more information or if **You** feel the insurance may not meet **Your** needs, please call or email the **Administrator**. Telephone: 03300 564 060, Email: support@k9cover.com.

CANCELLATION PERIOD

If, after reading this document, **You** decide the terms of the insurance contract do not meet **Your** requirements **You** can, within 14 days of the date of **You** receiving this document, simply call the **Administrator** on 03300 564 060 for a full refund of premium, provided **You** have not made or intend to make a claim under this insurance **Policy**.

At any other time during the **Period of Insurance**, **We** or **You** may cancel the **Policy** by giving 30 days' notice. However, **We** reserve the right to cancel this **Policy** on 7 days written notice if **You** do not abide by the terms of these conditions, this will include acting dishonestly or fraudulently.

If **We** cancel the **Policy** during this time, **We** will refund any amount **You** have paid for the rest of the **Period of Insurance**, as long as **You** have not made a claim. **You** cannot make a claim for medical treatment which occurred after the date the **Policy** was cancelled, but cancelling the **Policy** will not affect **Your** right to claim for an event which occurred before the date the **Policy** was cancelled.

If **You** have paid for **Your Policy** in annual instalments you may cancel the **Policy** and **We** will refund any amount **You** have paid for the rest of the **Period of Insurance** on a pro-rata basis, provided **You** have not made or intend to make a claim under this **Policy**.

To cancel this **Policy** please contact the **Administrator** in writing (via email or post). If **You** give **Us** notice to cancel the **Policy**, **You** must send it to the **Administrator**, I-Capitalise Ltd, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL, Email: support@k9cover.com, Telephone: 03300 564 060.

If **We** give **You** notice **We** will send it to **Your** last known address.

LAW APPLICABLE UNDER THIS CONTRACT

You and **We** are free to choose the laws applicable to the **Policy**. **We** propose to apply the laws of England with exclusive jurisdiction to the Courts of England and Wales and by purchasing this **Policy**, **You** have agreed to this.

COMPLAINTS PROCEDURE

If **You** have any cause for complaint regarding this insurance, please refer to the Complaints Section of **Your Policy** wording.

LEVELS OF COVER

Your Certificate of Insurance will show You which level of cover You have chosen.

LEVEL 1: LIFETIME £1,000 LIMIT

We will pay for **Veterinary Fees** for each new medical condition. **You** will be covered for **Veterinary Fees** up to the **Policy** limit each year and this will be reinstated each year providing cover is made available to **You** and **You** continue to renew **Your Policy** with **Us**.

The **Maximum Benefit** payable in any one **Period of Insurance** is £1,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 2: LIFETIME £2,000 LIMIT

We will pay for Veterinary Fees for each new medical condition. You will be covered for Veterinary Fees up to the Policy limit each year and this will be reinstated each year providing cover is made available to You and You continue to renew Your Policy with Us.

The **Maximum Benefit** payable in any one **Period of Insurance** is £2,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 3: LIFETIME £3,000 LIMIT

We will pay for **Veterinary Fees** for each new medical condition. **You** will be covered for **Veterinary Fees** up to the **Policy** limit each year and this will be reinstated each year providing cover is made available to **You** and **You** continue to renew **Your Policy** with **Us**.

The **Maximum Benefit** payable in any one **Period of Insurance** is £3,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 4: LIFETIME £4,000 LIMIT

We will pay for **Veterinary Fees** for each new medical condition. **You** will be covered for **Veterinary Fees** up to the **Policy** limit each year and this will be reinstated each year providing cover is made available to **You** and **You** continue to renew **Your Policy** with **Us**.

The **Maximum Benefit** payable in any one **Period of Insurance** is £4,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 5: LIFETIME £5,000 LIMIT

We will pay for **Veterinary Fees** for each new medical condition. **You** will be covered for **Veterinary Fees** up to the **Policy** limit each year and this will be reinstated each year providing cover is made available to **You** and **You** continue to renew **Your Policy** with **Us**.

The **Maximum Benefit** payable in any one **Period of Insurance** is £5,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 6: LIFETIME £6,000 LIMIT

We will pay for Veterinary Fees for each new medical condition. You will be covered for Veterinary Fees up to the Policy limit each year and this will be reinstated each year providing cover is made available to You and You continue to renew Your Policy with Us.

The **Maximum Benefit** payable in any one **Period of Insurance** is £6,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 7: LIFETIME £7,000 LIMIT

We will pay for **Veterinary Fees** for each new medical condition. **You** will be covered for **Veterinary Fees** up to the **Policy** limit each year and this will be reinstated each year providing cover is made available to **You** and **You** continue to renew **Your Policy** with **Us**.

The **Maximum Benefit** payable in any one **Period of Insurance** is £7,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

LEVEL 8: LIFETIME £8,000 LIMIT

We will pay for **Veterinary Fees** for each new medical condition. **You** will be covered for **Veterinary Fees** up to the **Policy** limit each year and this will be reinstated each year providing cover is made available to **You** and **You** continue to renew **Your Policy** with **Us**.

The **Maximum Benefit** payable in any one **Period of Insurance** is £8,000, which is also inclusive of any **Complimentary Treatment Your Pet** may receive.

IMPORTANT

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

If **You** transfer **Your Pet** to a plan with lower policy limits, the higher policy limits will no longer apply to any claims **You** are currently making.

You cannot amend **Your** cover mid-term. **You** may only apply for an increase in cover once **Your Policy** reaches **Your** annual renewal/review date.

K9 HELPLINE 24/7 - VET CONNECTION (Only available with GOLD cover upgrade)

Vet Connection is a specialist helpline service that can offer you peace of mind, with 24-hour support from fully trained veterinary nurses and unlimited communication via webchat, phone or video call.

Call now on: 03300 564063

*Unless otherwise specified, K9 HELPLINE 24/7 is only available if you have purchased the Gold cover upgrade.

DEFINITIONS

Any word defined below will have the same meaning wherever it is shown in **Your Policy** in bold print. These definitions have been listed in alphabetical order.

Accident

A sudden and unexpected event which happens during the **Policy** year, which results in bodily **Illness** or **Injury** to **Your Pet**.

Administrator

Means I-Capitalise Ltd, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL, Telephone: 03300 564 060, Email: support@k9cover.com, I-Capitalise Ltd are authorised and regulated by the Financial Conduct Authority; FRN: 938631.

Behavioural Illness

Any changes to **Your Pet's** normal behaviour, resulting from a mental or emotional disorder.

Bilateral Conditions

Where a condition is affecting one body part of which **Your Pet** has two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments) this will be considered a **Bilateral Condition** and when applying the **Maximum Benefit** limit or an exclusion **Bilateral Conditions** are considered as one condition.

Certificate of Insurance

An insurance validation issued by **Us** which forms part of this **Policy** and contains the name of policyholder and gives **Your Pet's** details and details of the cover provided by this **Policy**.

Chronic Condition

Means any condition that continues indefinitely, or cannot be cured or eradicated and that may recur or requires ongoing treatment.

Claims Handler

K9 Cover, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL. Telephone: 03300 564066 or E-mail **Us** at claims@k9cover.com quoting **Your Policy** number.

Clinical Signs

Changes in Your Pet's normal healthy state, its bodily functions or behaviour.

Co-Insurance

The amount **You** are required to pay towards the costs of the **Veterinary Fees** where **Your Pet** is aged 7 years or older at the time of the claim, even if **Your Pet** turns 7 or 12 part way through the **Veterinary Treatment** period. Any **Co-Insurance** payable by **You** will be deducted from the overall **Maximum Benefit** limit as stated on **Your Certificate of Insurance**. The **Co-Insurance** amounts applicable are as follows:

7 Years or older: 20% will be deducted from the claims settlement after the **Excess**; 12 Years or older: 25% will be deducted from the claims settlement after the **Excess**.

An example of how a claim would be calculated with a 20% **Co-Insurance** is as follows:

Valid claim arises for Veterinary Fees:	£500.00
Deduction of Policy Excess (Applies for all new claims):	-£100.00
Amount payable less Excess:	£400.00
20% Co-Insurance Deduction (Applies to each and every claim for a Pet aged 7-11 years old):	<u>-£80.00</u>
Claim total settlement:	£320.00

An example of how a claim would be calculated with a 25% **Co-Insurance** is as follows:

Valid claim arises for Veterinary Fees:	£500.00
Deduction of Policy Excess (Applies for all new claims):	-£100.00
Amount payable less Excess:	£400.00
25% Co-Insurance Deduction (Applies to each and every claim for a Pet aged 12 years or older):	-£100.00
Claim total settlement:	£300.00

Complementary Therapist

A Certified Clinical Animal Behaviourist or a member of one of the following organisations: Association of Chartered Physiotherapists in Animal Therapy, Association of Pet Behaviour Counsellors, Bowen Technique Therapists, Canine and Feline Behaviour Association, Canine Hydrotherapy Association, McTimoney Animal Association, McTimoney Chiropractic Association, National Association of Veterinary Physiotherapists, The International Association of Animal Therapists (UK), Institute of Registered Veterinary and Animal Physiotherapists, Association of British Veterinary Acupuncturists, British Veterinary Behaviour Association, National Association of Registered Canine Hydrotherapists, Institute of Canine Hydrotherapists.

Complementary Treatment

Complimentary Treatment means any technique or therapy which supports regeneration, correcting and healing of **Your Pet**, but excludes prescription medication or surgery. **Complimentary Treatment** includes herbal or homeopathic medicine as recommended and prescribed by Your Vet and carried out by a qualified **Complementary**

Therapist, excluding **Complementary Treatment** that has not been specifically recommended by **Your Vet** in respect of the condition suffered.

Dietary Indiscretion

Means when **Your Pet** accidently ingests something that its body cannot tolerate which results in **Illness** or **Injury**. This includes but is not limited to the consumption of a foreign body, objects, drugs or toxins that result in **Veterinary Treatment**.

Emergency

Means serious injuries resulting from an **Accident** or sudden **Illness**, or an ongoing **Illness** that suddenly becomes worse that results in a requirement for immediate **Veterinary Treatment**.

Excess

This is the first amount of each unrelated claim for a new condition which is payable by **You**. This amount **You** have chosen between £100 - £500 and is stated on **Your Certificate of Insurance**. Any **Excess** payable by **You** will be deducted from the overall **Maximum Benefit** limit as stated on **Your Certificate of Insurance**.

Home

The place in the **United Kingdom** where **You** usually live.

Illness

Changes to a normal healthy state, sickness, disease, defects and abnormalities including defects and abnormalities **Your Pet** was born with or were passed on by its parents.

Immediate Family

Your husband, wife, civil partner, life partner, parents, sons and daughters.

Injury

A physical **Injury** caused immediately by an **Accident**. It does not include **Injury** that happens over a period of time.

Maximum Benefit

The most We will pay during the Period of Insurance is detailed in the Certificate of Insurance.

Period of Insurance

The period for which **We** have accepted the premium as stated in **Your Certificate of Insurance**. This is an annually renewable **Policy** which can be premium funded to enable monthly instalments.

Pet Passport

The official **UK Pet Travel Scheme** documents provided by a **Vet** who has the Government's authority to do so.

Pet Travel Scheme (PETS)

The **UK** Government scheme which allows **You** to take **Your Pet** to certain qualifying countries and to re-enter the **United Kingdom** so long as **You** have met the rules of the scheme.

Policy

Your Certificate of Insurance, this policy and endorsements.

Pre-Existing Conditions

Cover is excluded for **Pre-Existing Conditions** <u>unless disclosed to **Us** and **We** agree cover</u>. If a **Pre-Existing Condition** is not disclosed and cover is not agreed by **Us** there will be no coverage if a claim is made.

A **Pre-Existing Condition** means any condition, **Illness**, **Injury** or **Bilateral Condition** which occurred or first showed **Clinical Signs** or symptoms prior to the **Policy** start date, whether diagnosed or not or existing in any form even if the diagnosis changes. This includes if the condition, **Illness**, **Injury** or **Bilateral Condition** has the same diagnoses or is caused by, relates to or results from a condition, **Illness** or **Injury** which occurred prior to the policy start date.

Territorial Limits:

- 1. United Kingdom and:
- 2. Anywhere in European Union States and Territories included in the Government's Pet Travel Scheme (PETS) for up to three (3) months during the Period of Insurance provided that Your Pet has a valid Pet Passport and is accompanying You on holiday. You must ensure that all the conditions of the Pet Travel Scheme have been met and a full invoice and any relevant clinical notes have been provided.

United Kingdom

England, Wales, Scotland and Northern Ireland.

Vet

A current, qualified member of the Royal College of Veterinary Surgeons practising within the **United Kingdom** or is registered to practice in the country in which **Veterinary Treatment** is received.

Veterinary Fees

The amount **Vets** in general or referral practice usually charge.

Veterinary Treatment

Any examination, consultation, advice, tests, X-rays, legally prescribed medication, surgery and nursing required to treat an **Illness** or **Injury**, provided by a **Vet**, a veterinary nurse or another member of the veterinary practice under the supervision of a **Vet**. This includes **Complementary Treatment** and alternative treatment as recommended by a **Vet**.

We, Us, Our, Insurer

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You/Your

The person whose name appears on **Your Certificate of Insurance** document.

Your Pet

The dog which is disclosed for cover and is shown on the **Certificate of Insurance**.

SECTIONS OF COVER

SECTION 1A - VETERINARY FEES

What You Are Covered For:

We will pay You up to the limit shown on Your Certificate of Insurance for the cost of Veterinary Fees for Veterinary Treatment Your Pet has received within the Territorial Limits during the Period of Insurance to treat an Illness or Injury.

What You Are Not Covered For:

In addition to the General Exclusions of the **Policy**, the **Insurer** shall not be responsible for:

- 1. The Excess as shown in Your Certificate of Insurance. The Excess is payable directly to the Vet.
- 2. The **Co-insurance** amount of 20% where **Your Pet** is 7 years of age or older, even if **Your Pet** turns 7 part way through a treatment period.
- 3. The **Co-insurance** amount of 25% where **Your Pet** is 12 years of age or older, even if **Your Pet** turns 12 part way through a treatment period.
- 4. More than the **Maximum Benefit** for the combined treatment cost of all **Illnesses** and injuries in the **Period of Insurance**.
- 5. Any **Pre-Existing Conditions.** (this exclusion will not apply to a **Pre-Existing Condition** if **You** have disclosed the condition(s) and **We** agree cover)
- 6. Any **Chronic Condition** that pre dates the **Policy** start date. (this exclusion will not apply to a **Chronic Condition** if **You** have disclosed the condition(s) and **We** agree cover)
- 7. The cost of treatment for:
- a. An **Accident** within the first 5 days of **Your Pet's** first **Policy** year,
- b. An **Illness** within the first 14 days of **Your Pet's** first **Policy** year, (this exclusion will not apply to a **Pre-Existing** or **Chronic Condition** if **You** have disclosed the condition(s) and **We** agree cover)
- c. An **Illness** caused by or relating to or a **Clinical Sign** that was noticed, or an **Illness** that showed **Clinical Signs**, within the first 14 days of **Your Pet's** first **Period of Insurance**. (this exclusion will not apply to an **Illness** if **You** have disclosed the condition(s) and **We** agree cover)
- 8. The cost of treatment to prevent **Injury** or **Illness**.
- 9. The cost of treatment or complications arising from treatment, **You** choose to have carried out and is not directly related to an **Injury** or **Illness**, including but not limited to dew claws (unless damaged) and umbilical hernias.
- 10. The cost of killing and controlling fleas and worms.
- 11. The cost of any food (including food prescribed by a Vet).
- 12. The cost of pheromone **Vet** Plan Product, including DAP diffusers unless used as part of a structured behaviour modification programme.
- 13. The cost of vaccinations, urine tests, routine blood tests, castration, spaying (including spaying for mammary tumours and false pregnancy)unless:
- a. The procedure is carried out to treat a specific **Illness** or **Injury** not excluded above;
- 14. Any costs associated with breeding as well as pregnancy and birth (including caesarean sections).
- 15. The cost of treating an Injury or Illness deliberately caused by You or anyone living with You.
- 16. The costs of having **Your Pet**:
- a. Put to sleep, including veterinary consultations, visits or prescribed medications specifically needed to carry out the procedure, or
- b. Cremated, buried or disposed of and post mortem costs.
- 17. The cost of house calls unless the **Vet** confirms that moving **Your Pet** would further damage its health, regardless of **Your** personal circumstances.

- 18.Extra costs for treating **Your Pet** outside usual surgery hours, unless the **Vet** confirms that the condition is an **Emergency**.
- 19. The cost of hospitalisation and any associated **Veterinary Treatment**, unless the **Vet** confirms it is essential that **Your Pet** is hospitalised, regardless of **Your** personal circumstance.
- 20. Costs resulting from an **Injury** or **Illness** specified as excluded on **Your Certificate of Insurance** or generally not covered within these terms and conditions.
- 21. The cost of surgical items that can be used more than once.
- 22. The cost of treatment for or in connection to aggression which is inherent in **Your Pet** or **Behavioural Illness** if **Your Pet's** behaviour is caused by **You** failing to provide training.
- 23. The cost of any form of housing, including cages, whether hired or purchased.
- 24. The cost of bathing, grooming or de-matting **Your Pet** unless: **You** have taken all reasonable steps to maintain **Your Pet's** health; and a **Vet** confirms veterinary expertise is needed and therefore only a **Vet** or a member of a veterinary practice can carry out these activities, regardless of **Your** personal circumstances.
- 25. The cost of any prosthesis, including any **Veterinary Treatment** needed to fit the prosthesis, other than the cost of hip, knee and/or elbow replacement(s).
- 26. The cost of any claim caused by **Your** negligence (including the treatment of obese **Pets** and symptoms incidental to obesity).
- 27. The cost of dental treatment unless **Your Pet** has had its teeth checked by a **Vet** in the 12 months before the onset date of the claim. If any treatment was recommended as a result of the check this must have been carried out. **We** will not pay more than £1,000 for the cost of dental treatment **Your Pet** has received within the **United Kingdom** during the **Period of Insurance** to treat an **Illness** or **Injury.**
- 28. More than one claim for **Dietary Indiscretion** during any one **Period of Insurance**. If **We** receive more than one claim **We** will only pay for the incident that occurred first.
- 29. Any **Veterinary Fees** for treatment to a **Vets** own **Pet** and fees for pets belonging to veterinary practice staff unless claimed at cost price.
- 30. The cost of any treatment in connection with retained testicles if **Your Pet** is over the age of 12 weeks when cover commenced.
- 31. Any cost 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. This includes preoperative blood tests unless **Your Pet's** medical history indicates a life threatening risk during surgery.
- 32. Any administrative costs incurred by completing a claim form, **Vet** referral letters, postage and packing fees and clinical waste fees.
- 33. The cost of obtaining a second opinion regarding **Your Pet's** condition.
- 34. Any claim notified 90 days after the end date of the Veterinary Treatment for the condition, Injury or Illness.
- 35. Any claim for cruciate ligaments or **Dietary Indiscretions** that occurs within 14 days of the commencement date of **Your Policy** will be treated as an **Illness** and not an **Accident**.

SECTION 1B - COMPLEMENTARY TREATMENT

What You Are Covered For:

Following receipt of instructions from the **Vet**, **We** will pay **You** up to a maximum of £1,000 for the cost of **Complementary Treatment Your Pet** has received within the **United Kingdom** during the **Period of Insurance** to treat an **Illness** or **Injury**. Please note if you claim under this section of **Your Policy**, any amount will be deducted from **Your Maximum Benefit** as detailed on **Your Certificate of Insurance**

What You Are Not Covered For:

In addition to all the exclusions listed above (Section 1A - **Veterinary Fees**, Exclusions 1 to 35) **You** will not be covered for:

- 1. Any **Complimentary Treatment** Fees for treatment to a **Complementary Therapists** own **Pet** and Fees for **Pets** belonging to **Complementary Therapists** practice staff unless claimed at cost price.
- 2. More than £1,000 for the cost of Complementary Treatment Your Pet has received within the United Kingdom during the Period of Insurance to treat an Illness or Injury.

SECTION 1C - ACCIDENTAL DEATH AND DEATH FROM ILLNESS

What is Covered:

The purchase price of **Your Pet**, up to a maximum of £500 for Dogs if **Your Pet** dies or has to be put to sleep by a vet following an **Accident** or **Illness** during the **Period of Insurance**. If **You** did not pay for **Your Pet** or cannot provide evidence of the purchase price **We** will pay the market price instead but no more than the limits specified below.

What is NOT covered for the above Section 1C Accidental Death and Death from Illness:

- 1. More than £500 for dogs;
- 2. Any amount after 180 days from the date of the loss.
- 3. Any amount unless **Your Vet** confirms it was not humane to keep **Your** pet alive because it was suffering from any **Injury** that could not be treated or an incurable **Illness**.

4. Any pet aged 6 years and over.

- 5. Any amount if **Your Pet's** death results from a **Pre-Existing Condition** or **Chronic Condition** that pre date the **Policy** start date. (This exclusion will not apply to a **Pre-Existing Condition** or **Chronic Condition** if **You** have disclosed the condition(s) and **We** agree cover)
- 6. Any amount under this section of cover if the Maximum Benefit limit has already been reached.
- 7. Any amount if **Your Pet's** death results from an **Illness** which starts in the first 14 days of cover.
- 8. Any amount if the death results from breeding, pregnancy or giving birth.
- 9. Any amount if the death results from an Illness in Your Pet aged 6 years and over.

SECTION 1D - THEFT OR STRAYING

What Is Covered:

The purchase price of **Your Pet** up to a maximum of £250 if it is stolen or goes missing during the **Period of Insurance**. If you did not pay for **Your Pet** or cannot provide evidence of the purchase price, **We** will pay the market value instead but no more than the limits specified below.

What Is Not Covered:

- 1. More than £250 for dogs.
- 2. Any amount until **Your Pet** has been missing for 90 days;
- 3. Any amount if a claim has not been submitted within 180 days of Your Pet going missing.

SECTION 2 - PUBLIC LIABILITY POLICY COVER

Third Party Liability Cover under this section only applies to dogs for all Cover Levels. This section does not apply to anywhere outside of the **United Kingdom** or whereby an incident giving rise to a claim occurs within the first 14 days from the policy start date.

In this section, "You" and "Your" means You or any person looking after or handling Your Pet with Your permission.

What We will pay for:

If property is damaged, or someone is killed, injured or falls ill as a result of an incident involving **Your Pet** during the

Period of **Insurance** and **You** are legally responsible, **We** will pay:

- 1. Compensation and claimant's costs and expenses, and
- 2. Legal costs and expenses for defending a claim against You.
- 3. Public Liability Limit of Indemnity £1,000,000 in aggregate, within the **Period of Insurance**.

What You pay:

The first £250 of any compensation claim paid under this section of **Your Policy**.

What We will not pay:

- 1. Any loss, damage or liability which is covered under another policy of insurance.
- 2. More than the maximum limit of indemnity for each incident.
- 3. Any costs and expenses for defending You which We have not agreed beforehand.
- 4. Any compensation, costs and expenses for an incident which involves **Your** profession, occupation or business.
- 5. Any compensation, costs and expenses if **You** are legally responsible only because of a contract **You** have entered into.
- 6. Any compensation, costs and expenses if the person who is killed, injured or falls ill, lives with **You**, is a member of **Your Immediate Family** or is employed by **You**.
- 7. Any compensation, costs and expenses if the property damaged belongs to **You**, any person who lives with **You**, a member of **Your Immediate Family** or a person who is employed by **You**.
- 8. Any compensation, costs and expenses if **You**, a member of **Your Immediate Family** or any person who lives with **You** or is employed by **You** is responsible for, or looking after, the property that is damaged.
- 9. Any compensation, costs and expenses that result from an incident if **You** have not followed instructions or advice given to **You** by previous owners, a re-homing organization or **Vet** about the behaviour of **Your Pet**.
- 10. Any compensation, costs and expenses if **You** are deemed responsible under the laws of any country, other than the United Kingdom and European Union.
- 11. Any compensation, costs and expenses if **You** are responsible for air, water or soil pollution, unless it can be proven that the pollution took place immediately after and as a result of an **Accident** involving **Your Pet**.
- 12. Any compensation, costs and expenses resulting from an incident that happens where You work.
- 13. Any compensation, costs and expenses if **Your Pet** is kept or lives on premises which sell alcohol.
- 14. Costs resulting from any incident specified as excluded on **Your Certificate of Insurance** Animal Details or generally not covered within these Terms and Conditions.
- 15. Death or bodily **Injury** (including disease and **Illness**) and loss or damage to property arising out of ownership, custody or control by or on behalf of **You** of a dog of a type specified in Section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that Section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- 16. Any fines, penalties or breach of quarantine restrictions or import or export regulations.

Special conditions that apply to this section

1. You must not admit responsibility, agree to pay any claim or negotiate with any person following an incident.

- 2. **You** agree to provide **Us** with any information connected with the claim **We** reasonably ask for including details of **Your Pet's** history.
- 3. **You** agree to tell **Us** or help **Us** find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- 4. You must allow Us to take charge of Your claim and allow Us to prosecute in Your name for Our benefit.
- 5. **You** must immediately send **Us** any writ, summons or legal documents **You** receive and **You** must never send any replies to these documents.

GENERAL CONDITIONS

- 1. Throughout the **Period of Insurance You** must take all reasonable steps to maintain **Your Pet's** health and to prevent **Accidents**, **Injury**, **Illness** and loss.
- You must keep Your Pet's worming vaccinations and boosters up to date and in line with the vets
 recommendations: Dogs Distemper, hepatitis, leptospirosis, kennel cough and parvovirus.
 If You do not vaccinate Your Pet for these conditions, We will not pay any claims that result from any of these
 illnesses.
- 3. Your Pet must have annual check ups.
- 4. If, when **You** claim, there is another insurance under which **You** are entitled to an indemnity; **We** will only pay **Our** share of the claim. **You** must tell **Us** the name and address of the other insurance company and **Your Policy** number.
- 5. If **You** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them in **Your** name at **Our** expense. **You** must give **Us** all the help **You** can and provide any documents **We** ask for.
- 6. If **You** have provided false information, or make a false or exaggerated claim, or any claim involves **Your** dishonesty, this **Policy** will end and **Our Claims Handler** will not make any further claim payments.
- 7. **Your Pet** is only covered under this **Policy** if **You** pay the premium. If **You** pay the yearly premium in instalments and **You** miss an instalment **You** must pay the outstanding amount within 10 days of the date the instalment is due to be paid. If **We** do not receive **Your** payment within 10 days of the date the premium is due, **Your** insurance will automatically stop and **We** will make no further claim payments.
- 8. You agree that any Vet has Your permission to release information We ask for about Your Pet. If the Vet makes a charge for this, You must pay the charge.
- 9. The Claims Handler will only make claim payments to the Vet or You. The Claims Handler will not make any payments to any other person(s). You will be required to pay the Excess to the Vet. If the Vet, who has treated Your Pet or is about to treat Your Pet, asks for information about Your insurance that relates to a claim, the Claims Handler will tell the Vet what the insurance covers, what they will not pay for, how the amount they pay is calculated and if the premiums are paid to date.
- 10. If the **Claims Handler** receives a request to pay the claim payment direct to **You**, they reserve the right to decline this request.
- 11.If the Claims Handler considers the Veterinary Treatment or Complementary Treatment Your Pet receives may not be required or may be excessive when compared with the treatment that is normally recommended to treat the same Illness or Injury by general or referral practices, they reserve the right to request a second opinion from a Vet that they choose. If the Vet they choose does not agree with the Veterinary Treatment or Complementary Treatment provided they may decide to pay only the cost of the Veterinary Treatment or Complementary Treatment that was necessary to treat the Injury or Illness, as advised by the Vet from whom they have requested the second opinion.
- 12. When the **Claims Handler** offers further periods of insurance they may change the premium and the **Policy** terms and conditions.
- 13. The **Claims Handler** will not guarantee on the phone to pay a claim. **You** must send them a claim form that has been fully completed and they will then write to **You** with their decision.
- 14. When **You** claim **You** agree to give the **Claims Handler** any information they may reasonably ask for.
- 15. **You** and **We** are free to choose the laws applicable to the **Policy**. **We** propose to apply the British Law with exclusive jurisdiction to the Courts of England and Wales and by purchasing this **Policy**, **You** have agreed to this.
- 16.Unless **We** agree otherwise the language of the **Policy** and all communications relating to it will be in English.
- 17. 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 an Illness. And, if the Claims Handler decides, they will refer the case to a Vet that they choose.
- 18. You agree to pay translation costs for any claim documentation not written in English.
- 19.If **You** pay **Your** premium by direct debit instalments or monthly instalments, when **Your Policy** is due for renewal **We** will renew it for **You** automatically to save **You** the worry of remembering to contact **Us** before the renewal date. **We** will write to **you** before the **Policy** expires with full details of **Your** next year's premium and **Policy** conditions. If **You** do not want to renew this **Policy**, all **You** need to do is contact **Us** on 03300 564 060.
- 20. As per pet Section 27 of the Road Traffic Act 1988: "A person who causes or permits a dog to be on a designated road without the dog being held on a lead is guilty of an offence. It also states, in this section, "designated road" means a length of road specified by an order in that behalf of the local authority in whose area the length of road is situated For further details see The Road Traffic Act 1988. With this in mind, a dog on a designated road must be on a collar and lead under control.
- 21. When walking **Your Pet** in an area other than a designated road, **You** must ensure that **Your Pet** remains under **Your** control and reasonable steps must be taken to prevent **Your Pet** escaping onto a designated road. When nearing a road **You** must ensure **Your Pet** is on a lead.

- 22. You must ensure that any dog lead, collar and/ or harness is in good condition and fits Your Pet to prevent escape. You must also ensure that any lead is used in such a way as to prevent the same slipping out of your grasp should Your Pet suddenly pull away from You.
- 23. You must ensure Your Pet cannot escape or stray from your property and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured and all reasonable steps must be taken to prevent escape. When loading Your Pet into or out of Your vehicle, You must ensure that the area is either secure or Your Pet is on a lead.
- 24. **We** may at **our** discretion decide to supply pharmaceuticals, drugs, prescriptions or medications directly from the supplier of **our** choice.
- 25. **We** may at **our** discretion deduct the costs of any medication from a claim that are deemed excessive or exceed the usual market value.
- 26. Where a condition is affecting one body part of which **Your Pet** has two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments) this will be considered a **Bilateral Condition** and when applying the **Maximum Benefit** limit or an exclusion **Bilateral Conditions** are considered as one condition.

GENERAL EXCLUSIONS

In addition to the exclusions listed under "what You are not covered for", the Insurer shall not be responsible for:

- 1. Any animal less than 8 weeks old or over 10 years old at the date cover started as shown on **Your Certificate of Insurance**.
- 2. Any claim for treatment not carried out within the **Territorial Limits**.
- 3. Any claim caused by **You** failing to meet the conditions of the **PETS**. This applies to conditions set by the UK Government, a carrier or other countries involved in the scheme.
- 4. Any claim as a result of travel outside the qualifying countries covered by the **PETS**.
- 5. Any claim for dogs which are used for guarding, track racing, coursing.
- 6. Any claim for a dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario (Dogo Canario), Japanese Tosa or a Fila Brasileiro. In addition, the following types/breeds (including any breed crossed with these dogs) are excluded from cover under any section of this policy: Akita, Alapaha Blue Blood Bulldog, American Bandogge/Bandogge Mastiff, American/Irish Staffordshire Bull Terriers, Anatolian Shepherd Dog (Karabash), Boerboel, Bully Kutta, Cane Corsos, Caucasian Ovcharka, Chow Chow, Czechoslovakian Wolfdogs/Sarlooswolfhounds/Wolf Hybrids, Gull Dong, Korean Jindo, Northern Inuit Dogs, Racing Greyhounds, Shar Pei, Utonagan, Fox hound/Fox hound cross.
- 7. Any amount if **You** break the **United Kingdom** laws or regulations, including those relating to animal health or importation.
- 8. Any amount if **Your Pet** is confiscated or destroyed by government or public authorities or under the Animals Act 1971 **United Kingdom** because it was worrying livestock. This includes any further amendments to this Act.
- 9. Any costs caused because the Department for Environment, Food and Rural Affairs (DEFRA) have put restrictions on **Your Pet**.
- 10. Any loss as a result of an act of force or violence for political, religious or ideological reasons, war, riot, revolution or any similar event, including any chemical or biological terrorism.
- 11. Any dog that must be registered under the Dangerous Dogs Act 1991, Dangerous Dogs (amendment) Act 1997, Dangerous Dogs Order (Northern Ireland) 1991 or any further amendments to this Act.
- 12. Any legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.
- 13. Any amount resulting from a disease transmitted from animals to humans.
- 14. Any amount if You or Your Pet live outside the United Kingdom.
- 15. Any costs caused by You taking Your Pet on a journey against a Vet's advice.
- 16. Any claim for a dog that is not microchipped in accordance with the 2016 Dog Microchipping Legislation.
- 17. 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 before.
- 18. The **Claims Handler** will only make claim payments to the **Vet** or **You**. The **Claims Handler** will not make any payments to any other person(s).
- 19. Any loss, damage or liability which is covered under another policy of insurance.
- 20. Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
 - An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health, The Department for Health and Social Care, a chief veterinary officer, Defra and/or the World Health Organisation;
 - Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
 - Any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic

FRAUD

Fraud increases **Your** premium and the premiums of all policyholders. If **You**:

- i. Provide Us or our Claims Handler with false information or
- ii. Make a false or exaggerated claim with Us or
- iii. Make any claim with our Claims Handler which involves Your dishonesty.

We will not pay Your claim, We will void Your Policy and We may inform the authorities. If We pay a claim and subsequently find the claim was fraudulent, You must repay Us the full amount.

HOW WE USE YOUR DATA

Please be aware that telephone calls may be monitored and recorded. **We** act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, the **Claims Handler, Administrator**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing of **Your** personal information is that it is necessary for **Us** to process **Your** personal information to enable administration and servicing of **Your** policy of insurance, including any claim **You** may submit to **Us**. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, we have collected from **You**, or we have received from third parties may include **Your**:

- Name, date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- · Financial and employment details.
- Identifiers assigned to Your computer or other internet connected device including Your Internet Protocol (IP) address.
- Health or criminal conviction information.
- · Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- Your insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (with regards to incidents) and solicitors, appointed representatives.
- Directly from You.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements; in which case **We** may need to share **Your** information with the following third parties within the United Kingdom and European Union:

- Solicitors or other appointed representatives.
- Underwriters, Insurers, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold Your details for up to seven years after the expiry of Your policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include Your rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to Your personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom, Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate), Email: casework@ico.org.uk

You can request to see what data \mathbf{We} hold on \mathbf{You} . If \mathbf{You} have any questions about \mathbf{Our} privacy policy or the information \mathbf{We} hold about \mathbf{You} please contact \mathbf{Us} .

HOW TO CLAIM

- 1. **You** must contact the **Claims Handler** to obtain a claims form. Please telephone K9 Cover on 03300 564066 or e-mail **Us** at priority@k9cover.com
- 2. Please complete the claim form and ask:
- a. Your Vet to fill out their section. (Unfortunately We do not pay Your Vet to do this) or
- b. Your Vet and Complementary Therapist to fill out their section(s). (Unfortunately We do not pay Your Vet or Complementary Therapist to do this).
- 3. Please return the claim form to **Our Claims handler** with the invoices setting out the costs involved. This should be sent to K9 Cover, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL or email claims@k9cover.com

WHEN TO CLAIM

You or Your Vet should send Our Claims Handler Your claim form no later than 90 days from the last date Your Pet received treatment or at the end of the Period of Insurance if the treatment has not finished by this time if this is the sooner.

Please note that failure to follow these steps may delay and/or jeopardise the payment of Your claim.

COMPLAINTS

We aim to provide **You** with the highest level of service at all times. However, **We** recognise that things can go wrong occasionally and if this occurs, **We** are committed to do **Our** best to resolve the matter promptly.

Sales

If **You** are unhappy with any aspects of the sale of this insurance please contact the sales agent from whom you purchased this policy. When **You** do this quote **Your Policy** number, which is on **Your Certificate of Insurance**.

Administration

If **You** are unhappy with the general administration of the **Policy** or have cause for complaint please contact the **Administrator:** I-Capitalise Ltd, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL, Telephone: 03300 564060, Email: support@k9cover.com.

Claims

If **You** are unhappy with the handling of **Your** claim please contact the **Claims Handler**, K9 Cover, 5 Harveys Hill, Luton, Bedfordshire, LU2 7YL. Email: claims@k9cover.com, telephone: 03300 564066. When **You** do this quote **Your** policy number, which is on **Your Certificate of Insurance**.

Please quote **Your** insurance reference number and **Your** claim number in all **Your** correspondence to all parties involved with this procedure.

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial Ombudsman Service to review **Your** case.

Their address is:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Please note the Ombudsman will not consider **Your** complaint until a final response letter has been issued by the Sales agent or **Administrator**, as outlined above, or unless 8 weeks has passed since your complaint was submitted and no final response letter has been issued.

Please quote **Your** insurance reference number and **Your** claim number in all **Your** correspondence to all parties involved with this procedure. This procedure is intended to provide **You** with a prompt and practical service with any complaints that **You** may have.

COMPENSATION SCHEME

If **We** are unable to meet Our obligations under this insurance, **You** may be entitled to compensation from the Financial Services Compensation Scheme, depending on the type of insurance and circumstances of claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.