

# Essential Pet Insurance



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**UNDERWRITTEN BY : PINNACLE INSURANCE PLC**

Head and Registered Office : Pinnacle House  
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Borehamwood  
Hertfordshire WD6 2XX  
United Kingdom

Company Registered Number : 1007798

Policy Number : 02506

Date of Policy : 8<sup>th</sup> July 2013

## INTRODUCTION

This policy, the certificate of insurance and any endorsement provide **you** with everything **you** need to know about **your pet's** insurance cover and contain all the contractual terms and conditions. **Your** policy covers the cost of **vet fees** in case of **your pet's accidental injury or illness**. Each **accidental injury or illness** will only be covered for **12 months** or until the **maximum benefit** is paid (whichever occurs first), subject to the terms and conditions of this policy.

Please read this policy carefully, and keep it in a safe place as it explains the benefits that are available to **you** and the conditions which must be met to qualify for those benefits. The policy, **certificate of insurance** and any endorsements should be read as one document. Any **excesses** or special **conditions/exclusions** are shown in **your certificate of insurance**. Please make sure that **you**:

- know what this insurance does and does not cover; and
- understand the terms and conditions of making a claim.

This policy uses words and phrases that have specific meanings. **You** will find these explained in Section 2. Defined words are shown in "**bold**" wherever they appear.

## SECTION 1 - CONTACT DETAILS

As there may be times when **you** need to get in touch with **us**, **we** have put **our** contact details in this Section so that they are easy to find.

If **you** need to speak to **us**, please call **us** on **0344 543 1067**. Lines are open Monday to Friday, 8.30am to 6pm.

For non-emergency pet health queries:

Please call **our helpline** (Petcall) any time of the day or night on **0330 123 1923**. Please make sure that **you** have **your** policy number available when **you** telephone.

In case of emergencies:

If **your pet** has collapsed, is unconscious or been involved in a serious accident **you** should consult **your vet** immediately. Should this then result in **you** needing to make a claim, please contact **our** Claims Department on **0344 543 1067** as soon as possible.

To improve the quality of **our** service, **we** may monitor and record telephone calls.

If **you** need to write to **us**, **you** should address **your** letter to the relevant department and send it to the address below:

For general enquiries or cancellations:

Customer Services Department

For claims:

Claims Department

To make a complaint:

Customer Relations Department - helpucover

Address:

Pinnacle House, A1 Barnet Way  
Borehamwood, Hertfordshire WD6 2XX

Email Customer Services Department:

custservice@cardifpinnacle.com

Email Claims Department:

vets@cardifpinnacle.com

**You** can also download a **vet fees** claim form online at: [www.support.cardifpinnacle.com](http://www.support.cardifpinnacle.com)

## SECTION 2 - DEFINITION OF TERMS

**12 Months** means 365 days calculated from the first date of **treatment** for an **illness** or **accidental injury**.

**Accidental Injury** means a sudden and unforeseen injury which is the result of an identifiable and known cause or event during the **policy year**. This includes any **symptoms**, whether or not diagnosed.

**Alternative Medicine** means herbal or homeopathic medicine.

**Bilateral** means the right and left sides of paired organs or body parts.

**Certificate of Insurance** means the personalised document issued by **us** which sets out the details of **your** cover together with the **maximum benefits** payable for each element of cover, and which should be read in conjunction with the terms and conditions of this policy.

**Complementary Treatment** means physiotherapy, hydrotherapy, osteopathy, massage and healing, acupuncture or chiropractic **treatment**.

**Condition(s)** means any **illness** or **accidental injury** whether or not it results in a diagnosis. There will be **conditions** that will fall in the following categories:

1. **Bilateral Condition(s)** means any **illness** or **accidental injury** affecting **bilateral** body parts of **your pet** such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae.
2. **Recurring Condition(s)** means any previous **illness** or any **symptoms** relating to that **illness** or a previous **accidental injury** or any **symptoms** relating to that **accidental injury** that may come back or that **your pet** is prone to, no matter how many times this comes back or how many areas of the body are affected.
3. **Related Condition(s)** means if a number of **illnesses**, accidental injuries or **symptoms** are:
  - (a) diagnosed as one **illness** or **accidental injury**; or
  - (b) caused by, relate to, or result from another **illness**, **accidental injury** or symptom.

When applying a **maximum benefit** or exclusion, **we** will consider **bilateral conditions**, **recurring conditions** or **related conditions** as one **illness** or **accidental injury**, unless a **vet** confirms that they are unrelated. **We** may seek further confirmation of this from a **vet** appointed by **us**. In this case the period of **12 months** and the **maximum benefit** will start or be calculated from the first date of the original **treatment**.

**Excess(es)** means the amount **you** are required to pay for each **condition**. The **excess** amount is shown in **your certificate of insurance**.

**Family** means **your** spouse, civil partner, partner of the same or opposite sex whom **you** currently live with, children, parents or other relatives who normally live with **you**.

**Helpline** means the helpline operated by Petcall, a trading name of Vetsdirect Limited. Company Number: SC230445.

**Illness(es)** means physical disease, sickness, abnormality, infection or failure which is not caused by an **accidental injury**. This includes any **symptoms**, whether or not diagnosed.

**Involuntary Unemployment** means:

1. being entirely without paid employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
2. being available for, and actively seeking work and registered with the:
  - (a) Department for Work and Pensions Jobcentre Plus; or
  - (b) Department for Social Development in Northern Ireland; or
  - (c) States Insurance Authorities in the Channel Islands or a European Union member state; or
  - (d) Department of Social Care in the Isle of Man; and
3. **you** must have signed a Jobseeker's agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state; and
4. if **you** are self-employed, **you** must have involuntarily ceased trading and the final accounts for the winding up of the business have been prepared and submitted to HM Revenue & Customs.

**Market Value** means the cost for an animal of the same age, breed, pedigree, sex and breeding ability as **your pet**.

**Maximum Benefit(s)** means the most **we** will pay in respect of any element of cover as set out in **your certificate of insurance**. This is restricted to **12 months** for **vet fees**.

**Microchipping Legal Requirements** means The Microchipping of Dogs (England) Regulations 2015 (as amended or replaced) and the, or any, equivalent legislation applying in Wales, Scotland and Northern Ireland providing for the compulsory microchipping of dogs.

**Pet** means the cat or dog named and described on the **certificate of insurance**.

**PETS** means Pet Travel Scheme, the United Kingdom Government scheme, administered by the Department for Environment, Food and Rural Affairs (DEFRA) allowing **you** to take **your pet** abroad to certain specific countries and re-enter the United Kingdom without the need for **your pet** to go into quarantine provided certain criteria have been adhered to. The scheme is also known as the **PETS**.

**Poisoning** means the introduction of a substance into the body by any route which causes **accidental injury** or death to **your pet**.

**Policy Year** means the 12 month period shown in **your certificate of insurance** during which **your premium** and benefit levels are guaranteed. However, due to legislative, tax or regulatory requirements **we** may be required to alter **your premium** during that 12 month period. Section 5 D 4 (d) of this policy provides more detail.

**Pre-existing Condition** means an **illness** or **accidental injury** or any complication directly attributable to that **illness** or **accidental injury** that has been investigated by a **vet** or is otherwise known to **you**, prior to the **start date**. This also includes any symptom which clinical evidence shows **you** knew about or where **your pet** showed **symptoms** that **you** would have been aware of prior to the **start date**.

**Premium(s)** means the monthly premium payable by **you** in respect of this insurance.

**Select Breeds** means the following breeds of dog:

Beauceron, Bernese Mountain Dog, Bull Mastiff, Bulldog, Deerhound, Dogue de Bordeaux, Estrela Mountain Dog, Giant Schnauzer, Great Dane, Irish Wolfhound, Leonberger, Mastiff, Neapolitan Mastiff, Newfoundland, Old English Bulldog, Old English Sheepdog, Pyrenean Mountain Dog, Rhodesian Ridgeback, Rottweiler, Shar Pei, St Bernard, Standard Poodle, Tibetan Mastiff and Utonagan.

**Start Date** means the date on which **your pet** first becomes covered under this policy as shown in **your certificate of insurance**.

**Symptom(s)** means a change in **your pet's** normal healthy state, its bodily functions or behaviour.

**Treatment(s)** means any examination, consultation, advice, tests, X-rays, medication, surgery, nursing and care provided by a **vet**, veterinary practice or member of an approved professional organisation following **your vet's** instruction, which a **vet** who may be appointed by **us** deems necessary in line with the Royal College of Veterinary Surgeons code of professional conduct up to the limits set out in **your certificate of insurance**. **We** may telephone **your vet** to ascertain that **treatment** was appropriate for the particular **condition**.

**Vet** means:

1. in the United Kingdom, the Channel Islands or the Isle of Man, a member of the Royal College of Veterinary Surgeons, actively working as a veterinary surgeon or holding a veterinary degree approved by the Royal College of Veterinary Surgeons; or
2. outside the United Kingdom, the Channel Islands or the Isle of Man, a veterinary surgeon who is registered and actively working in a country covered by the **PETS**.

A **vet** treating **your pet** cannot be **you**, a relative or close friend.

**Vet Fees** means fees charged by a vet to provide **treatment** for a **condition**.

**We, Us, Our** means Pinnacle Insurance plc (Company Registered number 1007798) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 110866) and its registered office address is at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. helpucover is a trading style of Pinnacle Insurance plc.

**You, Your, Yourself** means the person named in the **certificate of insurance** who is responsible for your **pet**. Joint policyholders are not permitted. If **your pet** is owned by more than one person **you** must select one to be the policyholder.

## SECTION 3 - ELIGIBILITY AND COVER LIMITS

**You** can start insurance for **your pet** from 8 weeks up to their 8<sup>th</sup> birthday for dogs and their 10<sup>th</sup> birthday for cats. However, for the **select breeds** of dogs **you** can start insurance from 8 weeks up to their 5<sup>th</sup> birthday.

Each **condition** is only covered for **12 months** calculated from the first date of **treatment** or until the **maximum benefit** is paid for that **condition** whichever occurs first. After this, **we** will not make any further claims payments for that **condition** or any **bilateral conditions**, recurring **conditions** or **related conditions**.

The **maximum benefits** payable for each **condition** under this policy are shown in **your certificate of insurance**.

## SECTION 4 - YOUR INSURANCE COVER

### A. VETERINARY FEES

#### What we will pay

**We** will reimburse **you** the cost of any **treatment your pet** has received for a condition(s) during the **policy year**, up to the limits set out in **your certificate of insurance**. **We** may telephone **your vet** to confirm the **treatment** was appropriate for the particular **condition**. If a **vet** appointed by **us** advises these fees and **treatment** are excessive, **we** will negotiate with **your vet** on **your** behalf and **we** may ask **you** to seek an alternative **vet** for future **treatment**. Otherwise **we** may not be able to pay future claims.

If **we** initially believed that two or more claims are to be separate **conditions**, but **we** later identify them to be a **recurring condition**, **bilateral condition** or **related condition**, **we** will:

1. add up the amounts **we** have paid for all of these claims (taking account of any **excess** amounts paid); and
2. make no further payments during the life of **your pet** in respect of such **recurring condition**, **bilateral condition** or **related condition** once **we** have paid up to the **12 months** period or until the **maximum benefit** is paid, whichever occurs first.

Each **condition** will be covered for **12 months** only which will start from the first date of **treatment** subject to the **maximum benefit**.

#### What you pay - the excess

For each **condition** that is treated **you** will have to pay the **excess**.

### What you are covered for:

1. **vet fees** incurred treating the **condition**;
2. any **alternative medicine your vet** recommends;
3. any **complementary treatment your vet** recommends up to £750 per **condition**;
4. the cost of **your pet's** euthanasia if recommended by or agreed with **your vet**;
5. the cost of any food prescribed by a **vet**, provided it is:
  - (a) used to dissolve existing bladder stones or crystals in the urine, which is limited to a maximum of 25% of the cost of food for up to 6 months; and/or
  - (b) liquid food, used for up to 5 days while **your pet** is hospitalised at a veterinary practice, providing the **vet** confirms the use of the liquid food is essential;
6. the cost of **treatment** for a dental **condition** and any **related conditions**, provided:
  - (a) there is a history of annual check-ups (or if not annual, as recommended by **your vet**) and evidence that any advice given has been followed within 6 months;
  - (b) the **treatment** is to relieve suffering due to **illness**; and
  - (c) the dental **treatment** was not recommended and undertaken within the first 2 years of cover. This does not apply to the **treatment** of deciduous teeth;
7. the cost of dental **treatment** as a result of an **accidental injury**; and
8. ongoing **treatment** of a **condition** providing the policy remains in force, subject to Section 4 A "We will not pay for" 1 and 3.

### We will not pay for:

1. any **treatment your pet** has received outside the **12 months** period;
2. the **excess**;
3. any amount more than the **maximum benefit per condition**;
4. the cost of more than 10 sessions of hydrotherapy as part of the **complementary treatment** for a **condition**, during the **12 months** period, subject to the £750 limit for **complementary treatment**;
5. any cost relating to routine or investigative tests including but not limited to pre-operative blood tests, unless these are to diagnose a **condition** due to specific existing **symptoms** and the **condition** is covered under this policy;
6. any excluded **condition** stated in **your certificate of insurance**;
7. any **pre-existing condition** or any subsequent **condition** related to any **pre-existing condition**;
8. the cost of any **treatment** for any **illness** or **poisoning** which occurs or shows **symptoms** within 14 days of the **start date**. This includes **recurring conditions**, **bilateral conditions** or **related conditions**;
9. any **treatment** for **accidental injury** within 3 days of the **start date**;
10. any routine and preventative **treatments**, cosmetic dentistry, cosmetic surgery, cleaning and descaling of teeth, spaying, castration, routine removal of dew claws, parasite control **treatments**, grooming and nail clipping or any complications arising from these **treatments**;
11. the cost of any food except as set out in Section 4 A "What you are covered for" 5;
12. the cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured behaviour modification programme, and then limited to a maximum period of 6 months from the date first prescribed;
13. preventative vaccinations or any complications arising from these;
14. the cost of **treatment** for a dental **condition** and any **related conditions**, unless:
  - (a) there is a history of annual check-ups (or if not annual, as recommended by **your vet**) and evidence that any advice given has been followed within 6 months;
  - (b) the **treatment** is to relieve suffering due to **illness**; and
  - (c) the dental **treatment** was recommended and undertaken after the first 2 years of cover. This does not apply to the **treatment** of deciduous teeth;
15. the cost of any dental crowns, root canals or fillings;
16. any **treatment** related to retained testes if **your pet** is over 16 weeks of age at the **start date**;
17. any **treatment** related to deciduous teeth if **your pet** is over 16 weeks of age at the **start date**;
18. any **treatment** related to pregnancy, giving birth or breeding and any complications thereof;
19. house calls, premium rate out of hours **treatment**, or ambulance fees unless **your vet** confirms these were essential for **your pet's** health;
20. any **treatment** for an injury or **illness** deliberately caused by **you** or anyone living with **you**;
21. any **treatment** for an **illness** that is preventable by vaccination and **you** failed to vaccinate as recommended by **your vet**;
22. the cost of any **treatment** for fleas except where this is used to treat a skin condition, in which case **we** will pay the cost of 1 flea **treatment**;
23. any fees charged by **your vet** for referral to another **vet**;

24. claims resulting from **your** dog being involved in a fight where **your** dog has a history of **treatment** following fighting;
25. any **treatment** following a fight between two or more of **your pets** or where one of the pets involved is residing at **your** address but belongs to a member of **your family** or anyone else living with **you** on a permanent or temporary basis;
26. any fees charged by **your vet** for completing claim forms;
27. travelling expenses;
28. the cost of any post mortem, cremation, burial or disposal of **your pet**;
29. the cost of any post operative or convalescent **treatment** which **your vet** confirms **you** could have provided in **your home yourself**;
30. any transplants (including stem cell transplants), prostheses and any associated **treatment**, including the provision of a support and mobility aids;
31. any more than one protective collar (or cone), protective boot (one per foot), protective shirt or harness per **treatment**;
32. the cost of surgical items that can be used more than once; or
33. the cost of **treatment** for any **illness** which occurs or where **symptoms** show within the first 6 months of the **start date**, where the direct cause of the **illness** was as a result of overseas travel or your **pet** being imported.

## B. DEATH FROM ACCIDENT OR ILLNESS

### What we will pay

**We** will reimburse **you** the price **you** paid for **your pet** up to the **maximum benefit**, if it dies during the **policy year** following an **illness** or **accidental injury**.

**We** will pay this benefit in addition to any **treatment** costs already paid to treat **your pet** for the **illness** or **accidental injury**.

If **you** did not pay for **your pet** or have no formal proof of payment, **we** will pay **you** whichever is the lower value of the amount **you** disclosed at the time of **your** application for cover or the **market value** (up to the **maximum benefit**).

### We will not pay

1. if **your pet** dies as a result of an **illness** within 14 days of the **start date**;
2. if **your pet** dies as a result of **poisoning** or **illness** first occurring or showing **symptoms** within 14 days of the **start date**;
3. if **your pet** dies due to a **pre-existing condition**;
4. if **your pet** dies due to an **accidental injury** within 3 days of the **start date**;
5. more than the **maximum benefit**;
6. if death results from an **illness** in any cat aged 10 years or over, any dog aged 8 years or over, or in any select breed aged 5 years or over;
7. the cost of **your pet's** euthanasia, unless confirmed by **your vet** that it was not humane to keep **your pet** alive; or
8. any cost for death resulting from pregnancy, giving birth or breeding.

## C. THEFT AND STRAYING

### What we will pay

**We** will reimburse **you** the price **you** paid for **your pet** up to the **maximum benefit**, if during the **policy year** **your pet** is stolen or strays and is not recovered within 30 days.

If **you** did not pay for **your pet** or have no formal proof of payment, **we** will pay **you** whichever is the lower value of the amount **you** disclosed at the time of **your** application for cover or the **market value** (up to the **maximum benefit**).

### What you need to do

As soon as **you** find out **your pet** is missing, **you** must report this to the **vet** which is closest to where **your pet** went missing, local rescue centre or local authority warden. If **your pet** is a dog, **you** must also tell the police and ask for an incident or crime number when reporting **your** loss.

If **your pet** is found after **we** have paid **you**, **you** must repay **us** all the money **you** received. **We** may take legal action to recover the money if **you** fail to repay **us**.

### We will not pay this benefit:

1. if **your pet** is stolen or strays within 14 days of the **start date**; or
2. if **your dog** is not microchipped in accordance with the applicable **microchipping legal requirements** in force at the time of any claim (save where this is certified as not being required including for reasons of animal health).



## D. FINDING YOUR PET

### What we will pay

We will reimburse **you** for any local advertising expenses, rewards and other costs **you** have had to pay to help recover **your pet** after it is stolen or strays during the **policy year**, up to the **maximum benefit**.

### We will not pay:

1. if **your pet** is stolen or strays within 14 days of the **start date**;
2. any reward not supported by a signed receipt giving the name, address and telephone number of the person who found and returned **your pet** to **you**;
3. any reward to a **family** member;
4. any reward to the person who was caring for **your pet** when it was lost or stolen; or
5. if **your dog** is not microchipped in accordance with the applicable **microchipping legal requirements** in force at the time of any claim (save where this is certified as not being required including for reasons of animal health).

## E. YOUR HOSPITALISATION AND BOARDING FEES

### What we will pay

We will reimburse **your** kennel or cattery fees that **you** have had to pay up to the **maximum benefit**, if during the **policy year**:

1. **you** are ill or injured and have to spend more than 48 hours in hospital; and
2. **your pet** stays in a licensed kennel or cattery while **you** are hospitalised.

Alternatively, if **you** ask someone who is not living with **you** to look after **your pet** while **you** are in hospital, **we** will pay a daily rate of £4, subject to the **maximum benefit**.

### We will not pay any costs resulting from:

1. **your** hospitalisation for alcoholism, drug abuse or self-inflicted injuries;
2. **your** hospitalisation for an **illness** or **accidental injury** first occurring or showing **symptoms** before the **start date**; or
3. an **illness** first occurring or showing **symptoms** within 14 days of the **start date**.

## F. HOLIDAY CANCELLATION

### What we will pay

We will reimburse **you** the cost of any lost travel and accommodation expenses up to the **maximum benefit**, if during the **policy year** **you** or any member of **your family** cancel **your** holiday less than 7 days before **you** were due to leave or come home early, because **your pet** goes missing while **you** are away or **your vet** advises **your pet** needs life-saving **treatment**.

### We will not pay:

1. costs for anyone else who was on holiday with **you** other than members of **your family**;
2. if **you** cancel **your** holiday or come home early because **your pet** needs **treatment** which **your vet** confirms is not life-saving;
3. if **you** cancel **your** holiday or come home early because **your pet** needs **treatment** arising from:
  - (a) an **accidental injury**, **illness** or **poisoning** first occurring or showing **symptoms** before the **start date**; or
  - (b) an **illness** or **poisoning** first occurring or showing **symptoms** within 14 days of the **start date**.
4. if **you** booked **your** holiday less than 28 days before **you** were due to leave; or
5. if **you** can claim these expenses back from any other source e.g. travel insurance.

## G. THIRD PARTY LIABILITY (ONLY APPLICABLE TO DOGS)

**This cover does not apply if you are already insured under any other home contents or liability policy, unless the cover provided by that policy has been exhausted.**

**You** provide **us** with details of any other insurances which may provide cover for the damage, **accidental injury** or death in question. **We** will then contact the other insurer(s) to determine who will handle **your** claim and **our** liability for any compensation, costs and expenses, which will be determined by reference to the cover provided under each of the relevant policies.

### What we will pay

If **your pet** causes an **accidental injury** or death to anyone or damages anyone's property during the **policy year** and **you** are legally responsible, **we** will pay up to the **maximum benefit** for:

1. any compensation and legal costs awarded by a court for their **accidental injury** or death or damage to their property; and
2. the legal costs of defending a claim.

If more than one person is injured, dies or has their property damaged, **we** will pay compensation and legal costs awarded by a court and the legal costs of defending a claim until the **maximum benefit** is reached.

If someone else is looking after **your pet** when the **accidental injury** or death or damage occurs, **we** will pay provided that:

1. **you** asked them to look after **your pet**;
2. **you** did not agree to pay them to look after **your pet**;
3. the **accidental injury** or death or damage was not to them, their spouse, civil partner of the same or opposite sex, children, parents or any other relative or their property; and
4. **you** are not aware that **your pet** has previously caused any **accidental injury**, death or damage.

#### **What you pay**

The first £250 of any compensation or costs for property which has been damaged.

#### **We will not pay:**

1. compensation or legal costs if the injured person or owner of the damaged property:
  - (a) is **you**, **your** spouse, civil partner, partner of the same or opposite sex, children, parents or another relative;
  - (b) lives in **your** home;
  - (c) works for **you**; or
  - (d) was looking after **your pet** with **your** permission;
2. if **you** or someone listed above is looking after the property or holding it in trust;
3. the first £250 of any compensation or costs for property which has been damaged;
4. for any claim if **you** are legally responsible for the **accidental injury**, death or damage only because of an agreement or contract **you** have entered into;
5. for any claim arising:
  - (a) as a result of **your** profession, occupation or business, or that of **your** spouse, civil partner, partner of the same or opposite sex, children, parents or other relatives who normally live with **you**; or
  - (b) resulting from any incident that happens at **your** place of work or that of **your** spouse, civil partner, partner of the same or opposite sex, children, parents or other relatives who normally live with **you**;
6. for any claim occurring on premises licensed for the sale of alcohol where **your pet** lives or is kept;
7. for any claim arising outside the United Kingdom, the Channel Islands or the Isle of Man;
8. any fines or penalties imposed on **you** from criminal proceedings including any amount a court requires **you** to pay to punish **you** or to try to stop the same circumstances that led to the incident happening again or because **you** have caused someone distress, embarrassment or humiliation; or
9. any claim if **your pet** has accidentally injured or caused the death of another person or damaged someone else's property if it subsequently comes to light that when **you** bought or renewed the policy **you** failed to disclose that **your pet** had previously shown any aggressive behaviour towards another person or animal.

#### **Other dogs**

If another dog was involved with **your pet** in causing **accidental injury**, death or damage, **we** will only pay for the damage, injury or death caused by the dog insured under this policy. If the other dog is **your** uninsured dog, or belongs to someone else, **you** or the other owner will have to pay for the share of the **accidental injury**, death or damage **your** uninsured dog or their dog caused.

#### **Conditions**

1. **You** must notify **us** immediately of any injury, death or damage **you** become aware of which may lead to a claim under this Section 4 G (Third Party Liability). **You** must give **us** any assistance **we** request (including providing **us** with any information and/or documents that are relevant to **your** claim, at **your** expense) and follow any instructions **we** give **you**. **We** may choose to take over any complaint or legal action against **you**, in **your** name and at **our** expense.
2. Do not admit that **your pet** was at fault or offer to make payments to anyone unless **you** have received written instructions from **us** to do so.
3. Do not give anybody information or help them claim against **you** unless **you** have received instructions from **us** to do so.
4. Do not answer letters from people who may claim against **you**, or who are acting for people who may claim against **you**. **You** must pass all correspondence to **us**.
5. Do not incur any legal costs relating to a claim under this Section 4 G (Third Party Liability) - **we** will arrange for legal representation if applicable.
6. In some circumstances, following a claim for Third Party Liability or an incident involving **your pet** which is relevant to that element of cover, it may be necessary to exclude **your pet** from part or all of the Third Party Liability cover from **your** next policy review. If this should happen **we** will advise **you** in writing in accordance with Section 5 D 4 (b) and adjust **your premium** accordingly.

## H. WAIVER OF PREMIUM

### What we will pay

We will during the **policy year** pay **your premium** for each complete 30 day period **you** are unable to work as a result of an **accidental injury, illness or involuntary unemployment**.

### We will not pay:

1. more than 6 **premiums** per **accidental injury, illness** or period of **involuntary unemployment**;
2. if **your accidental injury, illness or involuntary unemployment** first occurs during the first 30 days from the **start date**;
3. if **your** inability to work results from a **condition** or any complication directly attributable to that **condition** or any **symptoms** related to that **condition** **you** had before **you** took out the policy;
4. if **you** are under 18 years or over **your** planned retirement age;
5. if **you** were working for less than 16 hours per week immediately prior to the date **your** unemployment or accident occurred or **illness** began;
6. if **you** were aware of impending unemployment when **you** took out the policy; or
7. if **you** were self-employed but have not ceased trading.

## I. OVERSEAS EXTENSION OF COVER

### What we will pay

We will reimburse **you** the cost of any **treatment your pet** has received in any country included in the **PETS (England) Order 1999** (as amended, supplemented or re-enacted) during the **policy year**, subject to the **maximum benefit**.

**You** are covered for a maximum of 90 days in any **policy year** whilst in any of the countries included in the **PETS**, subject to **you** complying with all the requirements of the **PETS**.

### We will not pay for:

1. any costs associated with complying with the requirements of the **PETS**;
2. claims arising outside the designated **PETS** countries, the United Kingdom, the Channel Islands and the Isle of Man;
3. any claims for **treatment** not supported by a receipt endorsed with the address and telephone number of the veterinary surgery providing **treatment**; or
4. any claim for Third Party Liability outside the United Kingdom, the Isle of Man or the Channel Islands.

## SECTION 5 - GENERAL CONDITIONS AND EXCLUSIONS

### A. YOUR RIGHTS AND RESPONSIBILITIES

1. Any claim **you** make will be assessed fairly, reasonably and promptly against the information **you** provide and the terms of the policy.
2. **You** must take **your pet** for regular annual check-ups (or as otherwise recommended by **your vet**) and vaccinations with licensed products as recommended by **your vet**.
3. **You** must respond honestly to any request for information **we** make when **you** take out cover under this policy, or apply to vary **your** cover under this policy. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, any claims previously paid by **us**, and whether **you** can make any subsequent claim.
4. If **you** have legal rights against another person in relation to **your** claim, **we** may take legal action against them in **your** name and at **our** expense. **You** must give **us** all the help that **you** can and provide any documents that **we** ask for.
5. This is a monthly renewable policy and **you** must pay **your premium** in full and on time to remain covered.
6. **You** must check **your certificate of insurance** on receipt and return it to **us** for correction if **you** find any mistakes.
7. **You** must arrange for a **vet** to examine and treat **your pet** as soon as possible after it shows **symptoms of accidental injury or illness**, and follow any advice they give. If **you** do not follow the **vet's** advice **we** will not pay any benefits for that **illness or accidental injury**.
8. **You** must keep to the conditions of the policy.
9. **You** must never make any claim **you** know is false or dishonest.
10. If **you** wish to cancel **your** policy, please contact **us** as set out in Section 1.

If **you** fail to carry out these responsibilities, **we** may reduce or refuse to pay any claim **you** may make.

### B. OUR RIGHTS AND RESPONSIBILITIES

1. **We** will assess all claims fairly, reasonably and promptly against the information **you** provide and the terms of the policy.
2. When **you** claim, if **you** have other insurance cover under which **you** can claim, **you** must notify **us** of the other insurer and give **us** authority to contact them to discuss how **we** apportion liability for the claim.  
For Third Party Liability claims the cover under this policy only applies if the cover provided to **you** under any other home contents or liability policy has been exhausted.

3. **We** may need to see **your pet's** records from any **vet** who has treated it and any other information about **your pet** before **your** claim is paid. If the **vet** charges for this information, **you** will have to pay.
4. **We** may need to arrange for a representative to visit **you** and **your pet** if **we** feel **we** need further information to properly validate **your** claim.
5. **We** will conduct all communications with **you** in English.
6. As explained in Section 4 G "Conditions" 6, it may be necessary for **us** to exclude **your pet** from part or all of the Third Party Liability cover when **we** next review **your** policy. If this should happen **we** will advise **you** in writing and adjust **your premium** accordingly.

### C. GENERAL EXCLUSIONS

#### **We will not pay for:**

1. any other costs that are caused by the event which led to **your** claim, unless specifically stated in this policy;
2. any claim arising from a malicious or intentional act, wilful injury, or gross negligence by **you** or any member of **your family**;
3. any claim arising from worrying or chasing livestock;
4. any **pet** less than 8 weeks old;
5. any claim arising where **your pet** has been used as a guard dog, gun dog, farm dog, emergency rescue dog or as a dog used for racing or for security purposes;
6. any dog that is required to be registered under the Dangerous Dogs Act 1991 and/or the Dogs (Muzzling) regulations (Northern Ireland) 1991 or any amendments;
7. any loss if **you** break the United Kingdom animal health or importation legislation;
8. any claims arising as a result of war, civil war, hostilities (whether war be declared or not), terrorist activity, revolution, civil unrest or any similar event;
9. any claims arising from radiation, nuclear explosion or radioactive contamination;
10. any claims arising from air, water or soil pollution;
11. any claim arising from pressure waves from supersonic aircraft;
12. the costs and compensation for euthanasia of **your pet** under a court order or the Contagious Diseases (Animals) Act 1869 or following its destruction for the protection of livestock; and
13. any claim which **your vet** confirms has arisen as a result of **you** not taking reasonable care of **your pet**.

### D. CONTRACT OF INSURANCE

1. This is a monthly renewable contract of insurance between **you** and **us** and consists of these policy terms and conditions, **your certificate of insurance** and any endorsements.
2. **Your** cover under this policy will end on the earliest of the following:
  - (a) the date **your pet** dies;
  - (b) the date **you** fail to pay the **premium** when due;
  - (c) the date **you** or **we** cancel **your** cover subject to the terms and conditions of this policy.
3. (a) If **we** make any claim payments as a result of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf), then:
  1. **we** may stop making further payments and may seek to recover from **you** any sums paid by **us** in respect of any dishonest claim;
  2. **we** may terminate the contract with effect from the time of the behaviour which may affect other claims; and
  3. if **we** terminate the contract, **we** may refuse to pay any claims occurring after the time of the dishonest claim.
- (b) If **we** terminate the contract under this section, **we** will not return any of the premiums paid by **you**.
- (c) These provisions will not affect any valid claim occurring before the dishonest claim.
4. **Premiums**
  - (a) The **premium** for this policy is fixed for 12 months and reviewed annually on the anniversary of the policy **start date**. Each year, at least three weeks before the current **policy year** is due to end, **we** will send **you** a review notice to **your** last known address setting out the new **premium** for the next **policy year**. However, please note that due to legislative, tax or regulatory requirements or changes to **your** circumstances (specifically notified to **us** by **you**), **we** may be required to alter **your premium** during that 12 month period. Section 5 D 4 (d) below of this policy provides more detail.
  - (b) When reviewing **your premiums**, **we** will consider any future impact to one or more of the following:
    1. changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim;
    2. changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary **treatments** (which may vary depending upon **your** location) and general information about the breed of **your pet**;

3. changes to **your** circumstances such as the age of **your pet**, **your** claims history or any change to **your** address;
  4. relevant changes to **our** previous assumptions in relation to:
    - (a) expenses related to providing the insurance;
    - (b) policy lapse rates which means the average time policies are held;
    - (c) interest rates;
    - (d) tax rates;
    - (e) the cost of any legal or regulatory requirements.
  - (c) Any changes to **your premium we** make will not:
    1. be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) above; or
    2. be made to recover any previous losses.
  - (d) If **we** change **your premium** under this policy due to legislative, tax or regulatory requirements, then **we** will endeavour to give **you** at least three weeks' written notice of this change. However **we** may not be able to give **you** three weeks' notice as legislative, tax or regulatory requirements are outside **our** control.
  - (e) As a result of the premium review, **your premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
  - (f) If **we** change **your premium** and **you** do not wish to continue **your cover you** should contact **us** to cancel. **You** can cancel at any time as set out in Section 5 D 7 below.
  - (g) **You** must continue to pay the **premium** when **you** are making a claim under this policy to ensure that cover can continue in respect of any further **treatment** provided or costs incurred. Claims can only be considered in respect of **treatment** provided or costs incurred during the period for which **premium** has been paid.
5. **Terms and conditions**
- (a) The terms and conditions of this policy are fixed for 12 months and reviewed annually on the anniversary of the policy **start date**. Each year, at least three weeks before the current **policy year** is due to end, **you** will be given written notice to **your** last known address of any alteration to the terms and conditions of cover under this policy. However, please note that due to legislative, tax or regulatory requirements or changes to **your** circumstances (specifically notified to **us** by **you**), **we** may be required to alter **your** policy terms and conditions during that 12 month period. Section 5 D 5 (e) below of this policy provides more detail.
  - (b) **We** may vary or waive the terms and conditions of this policy to reflect changes in the assumptions set out in Section 5 D 4 (b) above which **we** use to design and price **your cover**. Such changes may have the effect of increasing or reducing the cover previously provided under this policy.
  - (c) **We** may make changes to **your** policy terms and conditions on each anniversary of the **start date** of **your** policy. When changing **your** terms and conditions **we** will consider any future impact of changes in one or more assumptions due to the reasons set out in Section 5 D 4 (b) above.
  - (d) In addition, **we** may also vary or waive **your** terms and conditions to:
    1. improve **your** cover;
    2. comply with any applicable laws or regulations;
    3. reflect any changes to taxation;
    4. correct any typographical or formatting errors; or
    5. provide additional clarity to the existing terms and conditions.
  - (e) If any change to the terms and conditions of this policy is due to legislative, tax or regulatory requirements, then **we** will endeavour to give **you** at least three weeks' written notice of this change. However **we** may not be able to give **you** three weeks' notice as legislative, tax or regulatory requirements are outside **our** control.
  - (f) Any changes to **your** terms and conditions **we** make will not:
    1. be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) or for the reasons set out in this Section 5 D 5 (d) above; or
    2. be made to recover any previous losses.
  - (g) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your cover you** should contact **us** to cancel. **You** can cancel at any time as set out in Section 5 D 7 below.
6. **Annual review**
- At least three weeks before the current **policy year** is due to end **we** will send **you** a review notice setting out the new policy terms and conditions for the next **policy year**. If **you** have already given **your** consent for **us** to collect the **premium**, **your** payment will continue to be taken from **your** designated bank or credit card account unless **you** instruct **us** otherwise. **Your** cover under this policy will continue as long as **you** pay the **premium**.

## 7. Your Right to Cancel

Within the "cooling off period" - if **you** decide **you** do not want the cover and wish to cancel **your** policy, **you** can do so within 14 days of the **start date** or the date **you** receive these policy documents (the "cooling off period"). **You** will receive a full refund of any **premium you** have paid provided no claim has been made under the terms of this policy. If **you** have made a claim, no refund of **premium** will be payable.

Outside the "cooling off period" - if **you** cancel outside the initial 14 day cooling off period, no refund of **premium** will be payable.

If **we** change **your premium** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **you** have already paid **your premium**.

All cancellation requests should be made to:

Customer Services Department

helpucover

Pinnacle House

A1 Barnet Way

Borehamwood

Hertfordshire WD6 2XX

Telephone: **0344 543 1067**

## 8. Our right to cancel

(a) **We** may cancel **your** insurance cover immediately:

1. where **you** deliberately tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this policy, or apply to vary **your** cover under this policy (or **we** can demonstrate from the relevant circumstances that **you** did not take reasonable care to ensure the statements **you** made to **us** were true);
2. where **you** unintentionally tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this policy or apply to vary **your** cover which, if correctly answered, would have caused **us** to decline **you** for cover;
3. where there is evidence of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this policy;
4. where necessary to comply with any applicable laws or regulations; or
5. where necessary to comply with any applicable sanctions. **We** will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if **we** are prevented from doing so by any sanction which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling entity) from providing cover under this policy. Sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities. This means that if **you**, or any joint policy holder or other relevant third party who has suffered a loss which would otherwise be covered under the policy, are the subject of a sanction, **we** may not be able to provide cover under the policy.

For the purposes of this clause, "sanctions" means any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

If **your** policy is cancelled as a result of Section 5 D 8 (a) 1, 3, 4 or 5, **we** will not return any **premiums you** have paid under the terms of this policy. If **your** policy is cancelled as a result of Section 5 D 8 (a) 2, **we** will return any **premiums you** have paid under the terms of this policy provided no claim has been made.

(b) **We** may choose not to renew **your** insurance cover by writing to **you** at least 90 days before the anniversary of the **start date** where no alternative cover is offered:

1. in the unlikely event that for any of the reasons listed in Section 5 D 4, **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your** policy; or
2. if **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to provide cover within the particular country or market sector that applies to **your** policy.

(c) Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 5 D 8 (a) 1, 2, or 3 applies.

(d) Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 5 D 8 (a) 1, 2, or 3 applies.

## 9. Reinstatement

If **you** cancel **your** cover under this policy, or the cover lapses due to unpaid **premium**, **you** may ask **us** in writing to reinstate the policy. If **we** accept **your** request, any claim or **condition** arising during the period when **you** were not covered i.e. the lapse period, will not be accepted.

## E. GENERAL CONDITIONS

1. **Territorial limits** - this insurance only applies in the United Kingdom, the Channel Islands and the Isle of Man except for claims arising under Overseas Extension of Cover where the territorial limits are extended to include any country included in the **PETS** (England) Order 1999 (as amended, supplemented or re-enacted).
2. **Choice of law** - this policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
3. **Surrender value** - when **your** cover under this policy ends it will not have a cash value.
4. **Transfer rights** - the rights given under this policy can be transferred directly to another individual taking on the full responsibility of the **pet** provided **you** obtain **our** consent. In order to transfer the rights of **your** policy, please contact **our** Customer Services Department using the details in Section 1. Transfer of rights may result in a change to the **premium** amount.
5. **Telephone recording** - to improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
6. Failure to comply with any condition of this policy may result in the suspension or the stopping of the benefits.
7. **We** have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

## SECTION 6 - MAKING A CLAIM

Before making any claim please check **your** policy and **certificate of insurance** to see if **you** are covered. Please remember that any costs relating to the completion of claim forms must be paid by **you**.

Please note that **we** cannot guarantee the validity of a claim over the phone. **You** will need to provide a completed claim form and **we** will notify **you** in writing of **our** decision.

### A. VETERINARY FEES

- Step 1 Check with your vet  
Before **your pet** is treated, check **your vet** is prepared to complete a claim form, provide invoices and a full medical history.
- Step 2 Request and complete a claim form  
**You** can download a claim form online at: [www.support.cardifpinnacle.com](http://www.support.cardifpinnacle.com) or alternatively request one from **our** Claims Department on **0344 543 1067**. Complete **your** sections of the claim form and ask **your vet** to fill in their part. Remember **you** and **your vet** must both sign the form.
- Step 3 When to claim  
**You** should send **us your** claim form within 6 months of the first **treatment** or within 6 weeks of the end of the **policy year** if the **treatment** is not complete by that time. Failure to do so will result in non payment of **your** claim unless there are exceptional circumstances.
- Step 4 Return the claim form to us together with the invoices showing the costs/fees **you** have incurred.

### B. THIRD PARTY LIABILITY

- Step 1 Ring our Claims Department on **0344 543 1067** immediately, or as soon as reasonably possible, for advice if someone is holding **you** responsible for an **accidental injury**, death or damage, caused by **your pet**. **We** will send **you** a claim form to complete.  
**Important:** Do not accept any responsibility or respond to any letters, court documents or other legal documents.
- Step 2 Return your claim form to **us** together with:  
(a) a detailed written description of the incident; and  
(b) any letters of claim, court document or other legal document **you** have received from another party.
- Step 3 Forward all letters and all other legal and court documents **you** receive to **us** as soon as possible quoting **your** policy number and claim number (if known).

### C. ALL OTHER CLAIMS

- Step 1 Request a claim form from **our** Claims Department on **0344 543 1067**.
- Step 2 Complete the relevant sections of the claim form, sign and return together with:

#### Death from accident or illness:

- (a) if applicable, the original purchase receipt **you** received when **you** bought **your pet**; and
- (b) if applicable, **your pet's** pedigree certificate.

In the absence of a purchase receipt **we** reserve the right to restrict **your** claim to the **market value** or the amount **you** disclosed at the time of **your** application for cover, whichever is the lower value (up to the **maximum benefit**).

### Theft and straying/finding your pet

- (a) the police incident or crime number (for missing dogs);
- (b) if applicable, the original purchase receipt **you** received when **you** bought **your pet**;
- (c) if applicable, the pedigree certificate;
- (d) receipts for any advertising costs and rewards; and
- (e) documentation confirming **your pet's** microchip number.

In the absence of a purchase receipt **we** reserve the right to restrict **your** claim to the **market value** or the amount **you** disclosed at the time of **your** application for cover, whichever is the lower value (up to the **maximum benefit**).

### Your hospitalisation and boarding fees

- (a) **your** boarding kennel or cattery receipts; and
- (b) evidence from **your** doctor or hospital confirming **your** hospital stay.

### Holiday cancellation

- (a) the booking invoice and cancellation invoice from **your** travel agent, tour operator or holiday organiser; and
- (b) evidence of the booking confirmation, booking date, dates of the holiday, cost of the holiday, cancellation or return home date, a copy of **your** travel insurance policy, evidence from **your vet** that **your pet** required life saving **treatment**, evidence that **your** holiday was cancelled or **you** had to return home early and any expenses **you** cannot recover.

### Waiver of premium

- (a) Disability claims - details of **your** doctor, and a copy of **your** medical certificate; or
- (b) **Involuntary unemployment** claims - a copy of any correspondence from the Department for Work and Pensions Jobcentre Plus with regards to benefits **you** have received and details of **your** former employer if **you** were in full-time employment, or if **you** are self-employed confirmation from **your** accountant that **you** have involuntarily ceased trading and that the final accounts for the winding up of the business have been prepared and submitted to HM Revenue & Customs (HMRC).

If **you** live and work in the Channel Islands or the Isle of Man, in respect of any Sections relating to the Department for Work and Pensions Jobcentre Plus or HMRC, the local equivalent shall apply.

### Overseas extension of cover

- (a) a receipt endorsed with the address and telephone number of the veterinary surgery who provided the **treatment**;
- (b) a copy of **your pet's** passport; and
- (c) a copy of veterinary notes from the treating **vet**.

## SECTION 7 - IF YOU HAVE A CONCERN

### A. PETCALL HELPLINE

Ring the **helpline** if **you** need medical advice regarding **your pet**

As soon as **your pet** shows any signs of an injury, **illness** or distress, **we** suggest **you** telephone the **helpline** any time of the day or night on **0330 123 1923**. Please make sure that **you** have **your** policy number available when **you** telephone the **helpline**.

Special Note: If **your pet** has collapsed, is unconscious or been involved in a serious accident **you** should consult **your vet** immediately. Should this then result in **you** needing to make a claim, please contact **our** Claims Department on **0344 543 1067** as soon as possible.

### B. CUSTOMER SERVICE

If **you** have any queries during **your policy year**, change **your** address, change **your** payment details or **your pet** dies from natural causes, please contact **our** Customer Services Department on **0344 543 1067**.

### C. COMPLAINTS PROCEDURE

**We** hope **you** never need to, but if **you** want to complain about **our** products or services **you** can do so by:

calling us: **0344 543 1067**

writing to: Customer Relations Department, helpucover  
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

**We** will deal with any concerns **you** may have as quickly as **we** can and wherever possible within 8 weeks of receiving **your** complaint as required by the Financial Conduct Authority.



If **you** are not satisfied with the answer **we** give **you**, **you** can refer **your** complaint to the:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR  
Telephone: 0300 123 9 123 or 0800 023 4567 • Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** make a complaint, it will not have any detrimental effect on the outcome of any claim **you** make. This procedure will not prejudice **your** right to take legal proceedings.

A leaflet detailing **our** full complaints process is available from **us** on request.

#### D. COMPENSATION ARRANGEMENTS

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

#### E. IMPORTANT INFORMATION

**Your** helpucover Pet Insurance is underwritten under policy number 02506 (1<sup>st</sup> April 2013) by Pinnacle Insurance plc.

### SECTION 8 - DATA PROTECTION NOTICE - USING YOUR PERSONAL INFORMATION

In order to enter into the insurance contract, and as data controller, **we** are required to obtain personal data from **you**, which is governed by the General Regulation (EU) on Data Protection n°2016-679 ("GDPR").

The types of personal data requested by **us** are mandatory, except where these have been described as optional at the time of collection. The personal data collected by **us** is necessary:

#### 1. To comply with legal and regulatory obligations

These include:

- prevention of insurance fraud, money-laundering and financing of terrorism;
- compliance with legal and financial legislation and regulations;
- prevention of tax fraud, fulfilment of tax control and tax notification obligations;
- risk monitoring and reporting;
- responding to an official request from a duly authorised public, regulatory or judicial authority.

#### 2. To perform the contract with **you** or to take steps at **your** request before entering into the contract

These include:

- evaluating the details of the insurance risk in order to determine **your** premium or renewal premium (e.g. **your** expected claims frequency, claim cost and expected loyalty);
- handling **your** claims or complaints;
- providing **you** with information about **your** insurance contract;
- responding to **your** enquiries including requests to update **your** personal data when **your** circumstances change;
- evaluating if **we** can offer you insurance products or services and if so on which terms.

The above processes may include the making of automated decisions, where necessary, for the entering into or the performance of the contract.

As the performance of **your** insurance contract may require **us** to process details about **your** health, by entering into this contract **you** formally accept that personal data about **your** health may be processed by **us** solely for the purposes of managing the insurance contract.

#### 3. To fulfil our legitimate interests

**We** use **your** personal data in order to offer and develop **our** insurance products and services, to improve **our** insurance risk management and to defend **our** legal rights for the following reasons:

- to prove purchase and premium payments (including the follow-up of rejected payments);
- to prevent fraud;
- to defend or pursue legal claims;
- for IT management, including infrastructure management, business continuity and IT operations and security;
- to establish individual statistical models allowing **us** to generate competitive premiums or offer **you** relevant products and services;
- to establish aggregated statistics, for research and development, in order to monitor risk and the performance of **our** businesses, improve existing products and services or create new ones;
- where **we** record calls for the purposes of staff training and monitoring, administering **your** policy, handling complaints, detecting or preventing fraud and other crimes, and to improve the quality of **our** services;
- to provide customer advisory services relevant to **your** quote and insurance product (e.g. pet healthcare advice, quote reminders and anniversaries);
- to personalise **our** and other BNP Paribas Group companies' product offerings to **you** by:
  - improving the quality of **our** insurance products or services (e.g. customer satisfaction surveys);

- advertising **our** products or services that might be of interest to **you** according to **your** situation and profile which **we** can assess by:
  - segmenting **our** potential customers and policyholders;
  - analysing **your** habits and preferences in the use of communication channels (e.g. **our** website and social media apps, emails or messages);
  - sharing **your** data with another BNP Paribas Group company and, in particular, if **you** are or will become a customer of that other Group company; and
  - combining data about **your** existing insurance products or services or those for which **you** have obtained a quote with other data that **we** already hold about **you** (e.g. where **we** identify that **you** have a **pet** but do not have pet insurance or **you** have a car but do not have warranty insurance);
- organising prize competitions and promotional campaigns.

**Your** personal data may be aggregated into anonymised statistics that may be offered to BNP Paribas Group entities to assist them in developing their business. In this case **your** personal data will never be disclosed and those receiving these anonymised statistics will be unable to ascertain identity.

For the purposes above, **we** only share **your** personal data with the following individuals or entities, where required:

- BNP Paribas Group companies and their staff for the purposes of providing **our** services to **you**;
- independent agents, intermediaries, introducers or brokers (e.g. price comparison websites), for the purposes of distribution;
- co-insurers, re-insurers and our corporate insurers;
- other parties who have a legitimate interest in **your** insurance contract (e.g. **your** next of kin, a beneficiary or a third party claimant, and their representatives);
- social security agencies when involved in insurance claims or where **we** provide benefits complementary to social security benefits;
- BNP Paribas Group companies to offer the full range of products and services;
- service providers who perform services on **our** behalf;
- banking, commercial partners and brokers;
- financial, judicial or regulatory authorities, arbitrators and mediators, state agencies or public bodies, upon request and to the extent permitted by law (e.g. Financial Ombudsman Service, Financial Services Compensation Scheme, HM Revenue & Customs);
- certain regulated professionals such as healthcare professionals, lawyers, notaries, trustees and auditors;
- debt collecting and credit reference agencies; fraud prevention agencies.

Where **we** transfer **your** data to a country outside the European Economic Area (EEA), where the European Commission has recognised that non-EEA country as one that provides an adequate level of data protection, **your** personal data will be transferred on this basis without **your** specific authorisation.

For transfers to non-EEA countries whose level of protection has not been recognised as adequate by the European Commission, **we** will either rely on an exemption from a rule or law that is applicable to the specific situation (e.g. if the transfer is necessary to perform **our** contract with **you**) or use one of the following safeguards to ensure the protection of **your** personal data:

- Standard contractual clauses approved by the European Commission; or
- Binding corporate rules (for inter-group transfers), where applicable.

**Our** full Data Protection Notice, which includes further information about **our** processing of **your** personal data, including categories of personal data, retention periods and data subject rights, is available at **our** website at the following address: <https://www.cardifpinnacle.com/privacy-cookies>

To exercise **your** rights or if **you** have any questions regarding **our** use of **your** personal data please contact **us** at:

#### **Data Protection Correspondent**

Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX

Email: [data.protection@cardifpinnacle.com](mailto:data.protection@cardifpinnacle.com)

Or **you** may contact the BNP Paribas Group's Data Protection Officer at:

Jérôme Caillaud - Data Protection Officer  
BNP Paribas CARDIF  
8, rue du Port  
92728 Nanterre  
France

Email: [group\\_assurance\\_data\\_protection\\_office@bnpparibas.com](mailto:group_assurance_data_protection_office@bnpparibas.com)



