Standard & Standard Plus Pet Insurance







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STANDARD & STANDARD PLUS PET INSURANCE

POLICY DOCUMENT

UNDERWRITTEN BY: PINNACLE INSURANCE PLC

Head and Registered Office : Pinnacle House

A1 Barnet Way

Hertfordshire WD6 2XX

United Kingdom

Company Registered Number: 1007798

Policy Number: 02507
Date of Policy: 8th 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** is only covered until the **maximum benefit** is paid for each element of cover, subject to the terms and conditions of this policy.

There are two cover options available:

- Standard Plus Cover (dogs only)
- Standard Cover (cats and dogs)

The cover option you have chosen for your pet and the maximum benefits payable for each element of cover under this policy are shown on your certificate of insurance.

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 0330 123 1922. 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 0330 123 1922 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

SECTION 2 - DEFINITION OF TERMS

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:

- 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.
- 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.

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:

- 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
- 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. 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 reenter 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

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:

- 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
- 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 pic (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 pic.

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 8th birthday for dogs and their 10th birthday for cats. However, for the **select breeds** of dogs **you** can start insurance from 8 weeks up to their 5th birthday.

Each **condition** is only covered until the **maximum benefit** is paid for that **condition**. 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
- make no further payments during the life of your pet in respect of such recurring, bilateral or related condition once we have paid up to the maximum benefit.

Each condition will be covered until the maximum benefit is paid for that condition.

What you pay - the excess

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

What you are covered for:

- 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:
 - 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
- ongoing treatment of a condition providing the policy remains in force, subject to Section 4 A "We will not pay for" 2.

We will not pay for:

- the excess:
- 2. any amount more than the maximum benefit per condition;
- the cost of more than 10 sessions of hydrotherapy as part of the complementary treatment for a condition, subject to the £750 limit for complementary treatment;
- 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;
- 5. any excluded condition stated in your certificate of insurance;
- 6. any pre-existing condition or any subsequent condition related to any pre-existing condition;
- 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;
- 8. any treatment for accidental injury within 3 days of the start date;

- 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:
- 10. the cost of any food except as set out in Section 4 A "What you are covered for" 5:
- 11. 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;
- 12. preventative vaccinations or any complications arising from these;
- 13. the cost of treatment for a dental condition and any related conditions, unless:
 - 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
 - the dental treatment was recommended and undertaken after the first 2 years of cover. This does not
 apply to the treatment of deciduous teeth;
- 14. the cost of any dental crowns, root canals or fillings;
- 15. any treatment related to retained testes if your pet is over 16 weeks of age at the start date;
- 16. any **treatment** related to deciduous teeth if **your pet** is over 16 weeks of age at the **start date**;
- 17. any treatment related to pregnancy, giving birth or breeding and any complications thereof;
- house calls, premium rate out of hours treatment, or ambulance fees unless your vet confirms these were essential for your pet's health;
- 19. any treatment for an injury or illness deliberately caused by you or anyone living with you;
- any treatment for an injury or illness that is preventable by vaccination and you failed to vaccinate as recommended by your vet;
- 21. 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;
- 22. any fees charged by your vet for referral to another vet;
- claims resulting from your dog being involved in a fight where your dog has a history of treatment following fighting:
- 24. 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;
- 25. any fees charged by your vet for completing claim forms;
- 26. travelling expenses;
- 27. the cost of any post mortem, cremation, burial or disposal of your pet;
- 28. the cost of any post operative or convalescent treatment which **your vet** confirms **you** could have provided in **your** home **yourself**;
- any transplants (including stem cell transplants), prostheses and any associated treatment, including the provision of a support and mobility aids.
- 30. any more than one protective collar (or cone), protective boot (one per foot), protective shirt or harness per treatment:
- 31. the cost of surgical items that can be used more than once; or
- 32. 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;
- 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. accidental injury within 3 days of the start date;
- 5. more than the maximum benefit;
- 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;
- 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
- 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;
- 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
- 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
- vour pet stavs in a licensed kennel or cattery while vou 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;
- 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;
- 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 householders' or liability policy, unless the cover provided by that policy has been exhausted.

You must provide us with details of any other insurances which may provide cover for the damage or accidental injury 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 to anyone or damages anyone's property during the policy year and you are legally responsible, we will pay up to the maximum benefit in aggregate for:

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

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

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

- 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 damage was not to them or their property; and
- 4. you are not aware that your pet has previously caused any accidental injury 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 vou: 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;
- for any claim if you are legally responsible for the accidental injury 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; or
- 7. for any claim arising outside the United Kingdom, the Channel Islands or the Isle of Man.

Other dogs

If another dog was involved with **your pet** in causing **accidental injury** or damage, **we** will only pay for the damage or injury 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** or damage **your** uninsured dog or their dog caused.

Conditions

- You must notify us immediately of any injury/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.
- 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
- 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.
- 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 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;
- if your accidental injury, illness or involuntary unemployment first occurs during the first 30 days from the start date:
- 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;
- 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
- if you were self-employed but have not ceased trading.

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**;
- claims arising outside the designated PETS countries, the United Kingdom, the Channel Islands and the Isle of Man;
- 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

- Any claim you make will be assessed fairly, reasonably and promptly against the information you provide and the terms of the policy.
- 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.
- 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.
- 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

- We will assess all claims fairly, reasonably and promptly against the information you provide and the terms of the policy.
- 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 householders' or liability policy has been exhausted.
- 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;
- 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;
- 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;
- any dog that is required to be registered under the Dangerous Dogs Act 1991 and/or the Dogs (Muzzling) regulations (Northern Ireland) 1991;
- 7. any loss if **you** break the United Kingdom animal health or importation legislation;
- 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;
- 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

- 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:
 - we may stop making further payments and may seek to recover from you any sums paid by us in respect of any dishonest claim;

- we may terminate the contract with effect from the time of the behaviour which may affect other claims; and
- 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:
 - 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;
 - 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;
 - 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:
 - be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) above; or
 - 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:
 - 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.

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: 0330 123 1922

8. Our right to cancel

a) We may cancel your insurance cover immediately:

- 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);
- 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;
- 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 (see Section 5 D 3); or
 - where necessary to comply with any applicable laws or regulations.

If your policy is cancelled as a result of Section 5 D 8 (a) 1, 3 or 4, we will <u>not</u> 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:
 - 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
 - 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

- 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).
- 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 change of premium amount.
- 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 <u>Check</u> 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 or alternatively request one from our Claims Department on 0330 123 1922. 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 date of 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 0330 123 1922 immediately, or as soon as reasonably possible, for advice if someone is holding you responsible for an accidental injury or damage, caused by your pet. We will send you a claim form to complete.
 - <u>Important</u>: Do not accept any responsibility or respond to any letters, court documents or other legal documents.
- Step 2 Return the claim form to us together with:
 - (a) a detailed written description of the incident; and
 - (b) any legal claim form, court document or other legal document you have received.
- Step 3 Forward any letters or 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 0330 123 1922.
- 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 0330 123 1922 as soon as possible.

B. CUSTOMER SERVICE

If you have any queries during your policy year or you need to change your address your payment details or your pet dies, please contact our Customer Services Department on 0330 123 1922.

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: 0330 123 1922

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

Website: 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

E. IMPORTANT INFORMATION

Your helpucover Pet Insurance is underwritten under policy number 02507 (1st 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 No. 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 vour 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 or judicial 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

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