

ANIMAL FRIENDS INSURANCE

POLICY DOCUMENT – FOR POLICIES PREFIXED WITH PD AND PY

Animal Friends Insurance – *Your* ethical choice
This is *Your* Policy Document

Policy Booklet Number : **Policy Wording/PD and PY/1st February 2011 FSA**
Policy Booklet Effective Date : **1st February 2011**

This is *Your* Policy Document

This document explains exactly what cover is provided and contains the terms and conditions of *Your* policy. This document, together with *Your* application for cover and *Schedule* forms the policy and should be read as one document. The *Schedule* contains information about *You*, *Your Pet*, the period of cover and the premium.

This policy provides cover for the cost of *Veterinary Fees* if *Your Pet* suffers from a sudden and unexpected *Injury* or *Illness* together with other benefits. *You* are entitled to use the services of any registered veterinary practitioner in the UK, Channel Islands, the Isle of Man and Ministry of Defence overseas bases located in EEA territories, including MOD Sovereign Base Areas (SBA). *Veterinary Fees* are defined in Sections 1 & 2 of this document and may be subject to stated limits, excesses and applicable waiting periods.

This policy is a fixed-term contract of insurance not a continuous permanent health policy. It provides cover for *Your Pet* while *You*, or anyone acting with *Your* permission, is looking after it. *We* will only provide cover once *AFI* have accepted a completed application and issued a *Schedule*. *Your Pet* will remain insured as long as *You* pay the correct premium.

It is up to *You* to ensure that the cover *You* have selected is appropriate for *Your* needs. *We* cannot advise *You* on whether this policy meets *Your* personal objectives, financial situation or needs. If *You* have any questions regarding this policy or *You* would like to make changes or additions to this cover, please contact Animal Friends Insurance on 0844 55 70 300.

You have informed *Us* that *Your Pet* is in perfect health as at the *Commencement Date* and does not have any *Illness* or *Injury*, save for those which have been notified to and accepted by *Us* in writing.

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

This policy does not cover every circumstance or expense and *We* have some exclusions that help keep premiums low. A list of the exclusions applicable to each section is included after each section, and a list of general exclusions, which apply to all sections of cover can be found in Section 16 of this document.

During any *Policy Period*, in return for payment of the correct premium, *We* will provide insurance for the *Pet* named on the *Schedule* for the *Benefit Limits* noted on the *Schedule* as per the policy terms and conditions as set out in this document.

Signed for and on behalf of the Insurer.



Ed O'Regan
Underwriting Manager

SECTION 1 – DEFINITIONS

When interpreting this policy:

references to the singular include the plural and vice versa and to the masculine include the feminine and vice versa
monetary references are to UK pounds sterling
certain words and expressions used in this policy have a specific meaning.

The following words will have the meanings described below wherever they appear in this document.

Accident means a sudden, unforeseen, and unintended event causing injury to Your Pet. An Accident must be a direct consequence of at least one of the following:

1. motor vehicle or boating incident;
2. burn or electrocution;
3. fall from an elevated position;
4. near drowning;
5. the actions of another animal;
6. swallowing a foreign object requiring surgical or endoscopic removal;
7. snake bite;
8. allergic reaction to an insect bite other than tick and flea bites;
9. Drug, Alcohol and/or Plant poisoning;

or otherwise result in:

10. a fracture;
11. a puncture;
12. a broken bone;
13. a traumatic ligament or tendon injury;
14. lacerations, abrasions or wounds.

AFI means Animal Friends Insurance Services Limited, who is the administrator for all sections of this policy and whose registered office is situated at Animal Friends House, No.1 The Crescent, Solstice park, Amesbury, Wiltshire, SP4 7QA.

Annual Benefit Limit means the maximum Benefit Limit per Illness, Injury or Condition as shown on the Schedule for each 12 month period starting on the Commencement Date, for Our Basic and Prime Policies. The Annual Benefit Limit renews every 12 months from the Commencement Date subject to You continuing to make premium payments when due. If You stop making premium payments then cover will cease.

Annual Policy Limit means the maximum Benefit Limit We will pay for a particular claim in the aggregate during the Policy Year as detailed in Your Policy Schedule. Once this maximum amount has been paid, We will not pay for any further Treatment of that Condition during the remainder of the Policy Year or any future Policy Year.

Benefit Limits means the total amounts payable under this policy. Benefit Limits apply as follows:

for Our Lifetime Cover options which are Our Superior and Prestige Policies, the maximum Lifetime Condition We will pay for a single Condition, a Recurring Condition or a Chronic Condition suffered by Your Pet is the maximum Lifetime Condition amount shown in the Schedule subject to the Annual Benefit Limits set out in the Schedule. If You stop making premium payments then cover will cease.
for Our 12 month Cover options which are Our Basic and Prime Policies, the maximum Annual Policy Limit We will pay for a single Condition, a Recurring Condition or a Chronic Condition suffered by Your Pet is the Annual Benefit Limit that was current in the Policy Year when the Condition first manifested. Once this maximum amount has been paid We will not pay for any further Treatment of that Condition during the remainder of the Policy Year or for any future Policy Year. Payments shall in any event be limited to 365 days from the date the Condition first manifested, subject to renewal. If You stop making premium payments then cover for any ongoing conditions will cease.

If You transfer Your Pet to a plan with additional or higher Benefit Limits, the additional or higher Benefit Limits will not apply if the Condition being claimed first manifested itself during a previous Policy Period.

Lifetime Condition means the maximum Benefit Limit We will pay for a particular claim in the aggregate, during the life of the Pet as detailed in Your Schedule. Once this maximum amount has been paid, We will not pay for any further Treatment of that Condition during the remainder of the Policy Year or any future Policy Year.

Bilateral Condition means any Condition affecting body parts of which Your Pet has two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments). When applying a Benefit Limit or exclusion, bilateral conditions are considered as one Condition.

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

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

Complementary Medicine means physiotherapy, hydrotherapy, acupuncture, homeopathic or herbal medicines administered by a suitably qualified practitioner following a recommendation from a qualified vet. The following practitioners are considered to be suitably qualified: Association of Chartered Physiotherapists in Animal Therapy/ National Association of Veterinary Physiotherapists, The International Association of Animal Therapists, Canine Hydrotherapy Association International Veterinary Acupuncture Society (IVAS) and the Association of British Veterinary Acupuncturists (ABVA).

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

Condition means any *Injury* sustained during, or resulting from, a single *Accident* or any manifestation of an *Illness* having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of *Your Pet's* body affected.

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

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

Excess means the amount shown in the *Schedule* that is deducted from *Your* benefit for each *Illness* or *Accidental Injury Condition* treated during the *Policy Year* that is not related to any other *Illness* or *Accidental Injury Condition* treated during the same *Policy Year*.

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

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

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

Market value means the price usually paid for a *Pet* of the same age, breed, pedigree sex and breeding ability at the time a claim is made under this insurance.

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

Pre-existing Condition means:

- any *Condition*, symptom or sign of a *Condition* occurring or existing in any form and at any time prior to the *Commencement Date*; or
- any *Illness*, symptom or sign of an *Illness* occurring or existing in any form during the *Waiting Period*.

Policy Period means:

- Yearly Policy - are payable annually and run for 365 days from the *Commencement Date* shown in the *Schedule*.
- Monthly Policy – runs for, and premiums are collected each calendar month and automatically renews every calendar month. Automatic renewal is subject to receipt of premium.

Policy Year means the first full 12 calendar months with effect from *Your Policy Commencement Date*.

Recurring Condition means a *Condition* that is curable but may recur; or be a *Condition* *Your Pet* is prone to, and affects any area of the body.

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

Skin Condition means any diagnosed *Condition* regardless of the cause or origin presenting in or affecting the skin (as an organ) in any way whatsoever.

Treatment means any examination, consultation, advice, tests, x-rays, slides, ultrasound, MRI, medication, surgery or nursing care provided by a veterinary practice or member of a professional organisation acting under their direction.

Vet means a registered Veterinary Surgeon.

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

Waiting Period means a period of 14 days for *Illness*; or a period of 5 days for an *Accident* or *Injury*; or 5 days for *Loss by Theft* or *Straying* starting from the *Commencement Date* of the initial *Policy Period* during which an *Illness* or *Accident* or *Injury* that occurs or shows any *Clinical Signs* will be excluded from cover unless otherwise stated on the *Schedule*.

We, Our, Us means Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598.

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

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

From this point on, all defined terms appear in italics throughout this document.

SECTION 2 – VETERINARY FEES

2.1 Cover

We pay up to the *Annual Benefit Limit* shown in the *Schedule* for *Treatment* and/or for *Complementary Medicine* up to the *Annual Policy Limit* (for Basic and Prime Policies) or the *Lifetime Condition Limit* (for Superior and Prestige Policies) shown in the *Schedule*.

The *Annual Benefit Limit* (for Basic and Prime Policies) and the *Lifetime Condition Limit* (for Superior and Prestige Policies) is applied separately to every unrelated *Injury, Illness* or *Condition* claimed for.

If total Veterinary Fees appear likely to exceed £1,000 You must notify AFI immediately for pre-authorisation as We may wish to obtain a second opinion from Our veterinary advisor. Please note We will only pay those Veterinary Fees deemed reasonable and essential by Our veterinary advisor. We reserve the right to pay only up to a 100% mark-up on veterinary medicines.

2.2 Level of Veterinary Fees allowed

We reserve the right to obtain a second opinion from Our veterinary advisor where We consider:

- Veterinary Fees charged appear greater than conventional fees charged by an attending/referral practice; and/or
- Treatment received may not have been required or may have been excessive when compared with Treatment conventionally undertaken by an attending/referral practice.

Where there is a dispute We will pay only those Veterinary Fees deemed reasonable and essential by Our veterinary advisor. We reserve the right to pay only up to a 100% mark-up on veterinary medicines.

2.4 Exclusions

The following are excluded from cover:

2.4.1 Costs resulting from an Accident or Injury or Illness that:

- 2.4.1.1 first showed Clinical Signs before the Commencement Date or within the Waiting Period of the Commencement Date;
- 2.4.1.2 is the same as or has the same diagnosis or Clinical Signs as an Accident, Injury, Illness or Clinical signs Your Pet had before the Commencement Date;
- 2.4.1.3 is caused by, relates to or results from an Accident, Injury, Illness or Clinical Signs Your Pet had before the Commencement Date.

Please note if Your Pet first showed any Clinical Signs; or had an Accident, Injury or an Illness; or was diagnosed with a Condition during the Waiting Period or prior to the Commencement Date, We reserve the right to apply an exclusion to Your Policy in respect of this Accident, Injury, Illness or Condition.

2.4.2 Costs resulting from or related to any excluded Condition as shown in the Schedule.

2.4.3 Conditions resulting from an Illness where only Accident cover has been selected by You.

2.4.4 Costs for or related to cosmetic Treatment, elective Treatment, routine Treatment or preventative Treatment recommended by a Vet to prevent an Injury or Illness for whatever reason.

This includes but is not limited to the following:

1. Vaccination;
2. Spaying;
3. Castration;
4. Cryptorchidism (retained testes);
5. Stem cell/ gene therapy;
6. Grooming, nail clipping;
7. Breeding, whelping, kitting;
8. Bathing;
9. Dematting;
10. Killing and controlling fleas and worms;
11. Spaying to prevent the re-occurrence of false pregnancy;

and any claims as a result of these procedures unless specifically noted on the Schedule.

2.4.5 Costs resulting from the consequences of not having the cosmetic treatment elective Treatment, routine Treatment or preventative Treatment recommended by a Vet to prevent an Injury or Illness, as listed above.

2.4.6 Any dental or gum Treatment unless arising as a secondary consequence of an Accident or Injury to Your Pet (for example but not limited to Road Traffic Accident (RTA), accidental frontal Injury to face).

2.4.7 Treatment received by Your Pet after the End Date.

2.4.8 The cost of any Treatment if a claim has not been submitted within 90 days of the first date Your Pet received Treatment.

2.4.9 The cost of any Treatment for behavioural problems or for any conditions arising as a result of the same.

2.4.10 Any costs for house calls; out-of-hours calls; hospitalisation and ambulance costs (where covered) unless a Vet confirms that Your Pet was suffering from an imminent life-endangering Condition which required immediate emergency intervention. Please note that in the event We deem that the out of hours treatment was not required, We will only ever pay the standard consult fees charged by Your normal Vet. Please note any personal losses will not be covered.

2.4.11 Costs of putting Your Pet to sleep, cremation and disposal, including post mortem costs, coffins or caskets.

2.4.12 Costs which are not supported by an original receipt or invoice itemising the Treatment costs incurred.

- 2.4.13 Costs for *Treatment* or *Conditions* arising from *Your Pet* being overweight, except weight gain as a result of a diagnosed *Illness*.
- 2.4.14 Where a 12 month Cover policy has been purchased then any costs incurred more than 365 days after the date in the policy year that the *Accident* first happened or the *Clinical Signs* or *Illness* were first noticed for any *Condition* whether it is ongoing, Chronic or Recurring Condition.
- 2.4.15 The cost of any food, even if prescribed by *Your Vet*.
- 2.4.16 Any costs associated with routine or investigative laboratory tests or procedures unless the *Clinical Signs* /symptoms exist and the tests and procedures are to diagnose a specific *Condition*.
- 2.4.17 Extra fees on external laboratory fees. *We* will only pay the external fee plus up to £20 for post and packaging and interpretation.
- 2.4.18 Any charges made by *Your Vet* for a prescription charge for obtaining medication elsewhere in excess of the normal fees charged for standard prescriptions.
- 2.4.19 Continuation claims unless *You* have paid the required premiums to keep *Your* policy in force.
- 2.4.20 The *Excess* and any co-payment applicable to this section of cover.

SECTION 3 - DEATH OF DOG OR CAT FROM ACCIDENT OR ILLNESS

3.1 Cover

We will pay the *Market value*, the price paid or the amount shown in the *Schedule* (whichever is the lesser) if *Your Pet* dies during the *Policy Year* or is put down for humane reasons because of *Injury* or *Illness* that happened or started during the *Policy Period*. The death must occur during the same *Policy Year* as the *Accident* or *Illness*. *You* must advise *AFI* as soon as possible in writing of the *Accident* or *Illness*, but not later than 30 days after *Your Pet* is put down.

We will calculate the *Market Value* of *Your Pet* based upon a sliding scale of value, depending on the age, breed and condition of *Your Pet*. *Our* decision on the *Market Value* of *Your Pet* will be final and *We* will endeavour to provide *You* with reasons for the value *We* arrive to.

3.2 Exclusions

The following are excluded from cover:

- 3.2.1 Death of *Your Pet* during the *Waiting Period* as a result of *Accident*, *Injury* or *Illness*.
- 3.2.2 Euthanasia due to any act of any legal or legislative authority for any reason whatsoever, including any order made in respect of a 'notifiable' disease.
- 3.2.3 Euthanasia due to behavioural problems or for fiscal reasons.
- 3.2.4 Death during or after a surgical operation or a general anaesthetic unless a qualified *Vet* certifies that it was necessary because of *Injury* or *Illness*.
- 3.2.5 Death due to *Illness* of any dog or cat aged 8 years or over at the *Commencement Date* or any renewal period.
- 3.2.6 Any death resulting from breeding, pregnancy or giving birth.
- 3.2.7 Any claim if the death has been a result of preventative, routine or elective *Treatment* / procedure. See *Vets* fees.
- 3.2.8 Any death caused by an *Illness/Clinical Signs* first noticed before the *Commencement Date* or within the first 14 days of the policy.

3.3 Specific Conditions Applicable to Sections 2 and 3

- 3.3.1 If *Your Pet* dies, *You* must arrange and pay for a qualified *Vet* to certify the cause of death and, at *Your* own expense, to conduct a post-mortem examination if *We* require one.

SECTION 4 – EMERGENCY BOARDING KENNEL/CATTERY FEES

4.1 Cover

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

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

4.2 Exclusions

The following are excluded from cover:

4.2.1 Any claims by *You* for:

- 4.2.1.1 any hospitalisation that could reasonably have been expected or foreseen when *You* took out or renewed this policy and any potentially recurring medical *Condition You* or *Your* partner already have.
- 4.2.1.2 any costs resulting from *You* or *Your* partner being pregnant, giving birth or any treatment that is not as a result of an *Injury or Illness*.

4.2.2 Any claim by *You* for:-

- 4.2.2.1 costs as a result of any hospital stay that was not on the advice of a doctor, specialist or consultant;
- 4.2.2.2 costs as a result of nursing-home care or convalescence care that *You* do not receive in hospital.
- 4.2.2.3 costs as a result of *You* being hospitalised for alcoholism, drug abuse, attempted suicide or self inflicted injuries.
- 4.2.2.4 Any amount if the boarding kennels/cattery/ *Pet* minding business are not licensed.

4.2.3 Any claim if:

- 4.2.3.1 *We* do not receive original receipts from the boarding kennel or cattery identifying the name of *Your Pet*, the owner's name and address, the date *Your Pet* was cared for by the kennel or cattery and the amounts charged for each day;
- 4.2.3.2 *We* do not receive a medical certificate from the hospital *You* attended showing *Your* name and address.

4.2.4 The *Excess* applicable to this section of cover.

SECTION 5 - HOLIDAY CANCELLATION COVER

5.1 Cover

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

5.2 Exclusions

The following are excluded from cover:

- 5.2.1 any holiday costs where the holiday was booked less than 28 days before *You* leave;
- 5.2.2 the amount *You* can claim back from anywhere else.
- 5.2.3 any extra costs incurred because *You* delayed letting the company providing *Your* transport and accommodation know *You* had to cancel.
- 5.2.4 any costs for anyone else that is on holiday with *You*.
- 5.2.5 surgery for non life-saving operations.
- 5.2.6 The *Excess* applicable to this section of cover.

SECTION 6 - LOSS BY THEFT OR STRAYING

6.1 Cover

We will pay, up to the *Benefit Limit* as noted in the *Schedule*, the *Market value* or the purchase price paid by *You* (whichever is the lesser) if *Your Pet* is not found within 45 days of straying or being stolen. *Your Pet* must have disappeared from *Your* address or any other place as may be noted in the proposal form or in any endorsement. *You* must report the loss of *Your Pet* to at least one rescue centre in the case of a cat and in the case of a dog, a dog warden.

In addition to the above coverage, *We* will pay up to 15% of *Your Pet's* sum insured for Advertising and Reward (up to the maximum amount shown on *Your Schedule*), to cover the cost of advertising for *Your* lost *Pet* and/or paying a reward which leads to getting *Your Pet* back, provided that *You* first obtain *AFI's* written agreement. Please note *you* must provide *Us* with documentary evidence of the reward offer made and details of the beneficiary, if applicable.

6.2 Exclusions

- 6.2.1 Any claim where *You* or the person looking after *Your Pet* has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the *Pet's* loss would not be deemed to have been stolen i.e. abandoned deliberately.

- 6.2.3 Any reward to a member of *Your* family, to any person known to *You*, or to the person who was caring for *Your Pet* at the time of the incident.
- 6.2.4 Theft which does not involve forcible and violent entry to a secure area, such as a pen or *Your* home.
- 6.2.5 Any claim within the *Waiting Period*.

SECTION 7 - ACCIDENTAL DAMAGE

7.1 Cover

We will pay up to the *Benefit Limit* for any reasonable costs incurred following accidental damage to personal property that is not owned by *You*, a member of *Your Immediate Family*, a relative, employee, guest or other person who is responsible for or in control of *Your Pet*, such damage being caused directly by *Your Pet*. *You* are covered while *Your Pet* is visiting someone else's property, whether or not *You* are legally liable for the damage. *You* must give *Us* independent proof of value at *Your* cost. The damaged item must not be disposed of without *Our* written consent.

7.2 Exclusions

The following are excluded from cover:

- 7.2.1 damage to any motor vehicle or its contents;
- 7.2.2 damage caused by *Your Pet* vomiting, defecating (fouling) or urinating; and
- 7.2.3 damage while *Your Pet* is left unattended;
- 7.2.4 The *Excess* applicable to this section of cover.

SECTION 8 - PUBLIC LIABILITY

8.1 Cover

Where property is damaged or someone is killed, injured or becomes ill as a result of an incident involving *Your Pet* and *You* are legally responsible *We* shall pay up to the *Benefit Limit* in respect of:

- 8.1.1 Compensation and the Claimant's costs and expenses;
- 8.1.2 The legal cost and expenses of defending a claim made against *You* under this Section.

We shall also cover *You* up to the *Benefit Limit* in respect of legal costs *You* incur defending criminal proceedings under the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991.

8.2 Specific Conditions

- 8.2.1 *You* must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident.
- 8.2.2 *You* must provide *Us* with any information relating to the claim *We* reasonably ask for including detail of *Your Pet's* history, including medical, behavioural and history of ownership.
- 8.2.3 *You* agree for *Us* to take charge of *Your* claim and allow *Us* to prosecute, defend or settle the same on terms *We* are advised are reasonable in *Your* name for *Our* benefit.
- 8.2.4 *You* agree to help *Us* ascertain all the circumstances of an incident leading to a claim, provide written statements and go to court if *We* require it.
- 8.2.5 *You* must immediately send *Us* any writ, summons or legal documents of whatever nature relating to a claim made against *You* and *You* must never send any replies to such documents.

8.3 Exclusions

This policy shall not apply to liability in respect of:

- 8.3.1 any compensation, costs or expenses:-
 - 8.3.1.1 for defending *You* which *We* have not agreed to in writing beforehand;
 - 8.3.1.2 if *You* are legally liable because of a contract *You* have entered into;
 - 8.3.1.3 if the Claimant is a person who lives with *You*, is a member of *Your Immediate Family* or is employed by *You*;
 - 8.3.1.4 which involves *Your* employment, profession, occupation or business;
 - 8.3.1.5 if *You*, a member of *Your Immediate Family* or any person who lives with *You* or is employed by *You* is responsible for or is looking after the property damaged;

- 8.3.1.6 where *You* have not followed advice given to *You* by previous owners of *Your Pet* or by any rehoming organisation about *Your Pet's* behavioural traits;
- 8.3.1.7 for an incident at *Your* workplace;
- 8.3.2 any claims:-
 - 8.3.2.1 if *You* are responsible for air, water or soil pollution unless *You* can prove the same took place as a direct consequence of an *Accident* involving *Your Pet*;
 - 8.3.2.2 arising as a result of any deliberate act on *Your* part or for any other act or omission which could reasonably have been foreseen as causing the loss, damage or *Injury* complained of;
 - 8.3.2.3 as a result of *Your Pet's* interaction with other animals;
 - 8.3.2.4 as a result of any person handling *Your Pet* without *Your* permission or consent;
- 8.3.3 any fines, compensation and prosecution costs following *Your* prosecution under the provisions of the Dogs Act 1871, Dogs (Protection of Livestock) Act 1953, Dangerous Dogs Act 1991 or Dangerous Dogs (Northern Ireland) Order 1991;
- 8.3.4 the matters referred to in the General Exclusions, Section 16;
- 8.3.5 The *Excess* applicable to this section of cover.

SECTION 9 - TRANSPORT COSTS

9.1 Cover

We will pay up to the *Benefit Limit* to cover the costs of transporting *Your Pet* to another practice or veterinary hospital if required by a *Vet*. Transport cost must be reasonable and any personal mileage costs necessarily incurred by *You* will be paid at the rate of 35p per mile for the most direct route to the destination nominated by the *Vet*.

9.2 Exclusions

- 9.2.1 Any costs incurred for repeat journeys unless previously agreed by *Us*.
- 9.2.2 Any costs not backed up by appropriate original receipts and full details of the mileage claimed where relevant.
- 9.2.3 Any costs for wear and tear to *Your* vehicle.

SECTION 10 - PERSONAL ACCIDENT

10.1 Cover

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

10.2 Exclusions

- 10.2.1 Any losses incurred without a doctor's report (to be prepared by *Your* doctor at *Your* cost) to confirm the incapacity suffered and the reasons *You* have been unable to work.
- 10.2.2 Any losses incurred without a report from *Your* employer stating the period *You* were off work and confirming the sums by way of income *You* did not receive from any source as a result.
- 10.2.3 Any sums *You* may recover from any other source including Statutory Sick Pay
- 10.2.4 Losses caused by any *Pet* that is known to have vicious tendencies
- 10.2.5 The *Excess* applicable to this section of cover.

SECTION 11 - DOG WALKER

11.1 Cover

We will pay up to the amount stated in the *Schedule* for the reasonable cost of paying a professional dog walker to daily walk *Your* dog if *You* suffer any bodily *Injury*, sickness or disease that requires *You* to go to into hospital. *Your* stay in hospital must be longer than 4 days and there must be no member of *Your Immediate Family* able to look after *Your* dog. We must agree to the amount to be paid to the person looking after the dog before they accept any responsibility unless emergency hospital *Treatment* is required.

11.2 Exclusions

- 11.2.1 Any claims by *You* or *Your* partner for:
 - 11.2.1.1 any hospital *Treatment* that was expected or probable when *You* started or renewed this policy; and any medical conditions *You* or *Your* partner already have or which might happen again.
- 11.2.2 Any costs resulting from *You* or *Your* partner being pregnant, giving birth or any treatment that is not as a result of an *Injury* or *Illness*.
- 11.2.3 Any claim that is not supported by a cheque stub showing the amount paid or written confirmation from the carer that the agreed sum has been received.
- 11.2.4 Any Claim where *We* do not receive a medical certificate from the hospital *You* attended showing *Your* name and address or dates that *You* were hospitalised.
- 11.2.5 Self inflicted injuries, drug abuse, alcoholism,

SECTION 12 - OVERSEAS TRAVEL EXTENSION

12.1 Emergency Veterinary Treatment Abroad

12.1.1 Cover

If *Your Pet* needs emergency veterinary *Treatment* as a result of an *Accident, Injury* or *Illness* that first shows *Clinical Signs* during a holiday in the *Policy Year*, *We* will pay up to the amount shown in the Summary of Cover (less the *Excess*) towards the reasonable costs of emergency veterinary *Treatment*. This cover applies to a maximum trip duration of no more than 30 days and for up to 3 trips per *Policy Year*.

12.2 Exclusions

- 12.2.1 Any costs resulting from a holiday that started before the *Commencement Date*.
- 12.2.2 Any costs resulting from:
 - 12.2.2.1 an *Accident, Injury* or *Illness* that first showed *Clinical Signs* before *Your* holiday started; or
 - 12.2.2.2 an *Accident, Injury* or *Illness* that is the same as or has the same diagnosis or *Clinical Signs* as an *Accident, Injury, Illness* or *Clinical Sign* *Your Pet* had before *Your* holiday started; or
 - 12.2.2.3 an *Accident, Injury* or *Illness* that is caused by, relates to or results from an *Accident, Injury, Illness* or *Clinical Signs* *Your Pet* had before *Your* holiday started no matter where the *Accident, Injury, Illness* or *Clinical Signs* are noticed or happen in or on *Your Pet's* body except that *We* shall continue to provide cover under this policy where *Your Pet* is already receiving *Treatment* for an ongoing *Condition* under an existing policy with *Us*.
- 12.2.4 The cost of any food, even if prescribed by *Your Vet*.
- 12.2.5 Any costs if the holiday was made to get *Treatment* abroad.
- 12.2.6 Any costs to take *Your Pet's* body home if it dies.
- 12.2.7 Costs of putting *Your Pet* to sleep, cremation and disposal, including post mortem costs, coffins or caskets.
- 12.2.8 *We* will not pay for a claim that is caused by, connected to or result from:
 - 12.2.8.1 *You* not complying with any part of *Your Pet* Travel Scheme whether imposed by the UK government, a transport company or other countries involved in *Your Pet* Travel Scheme.
 - 12.2.8.2 any confiscation, detention, requisition, damage, destruction or any prohibitive regulations by customs or any government officials or authorities of any country unless specifically covered by this policy.
 - 12.2.8.3 travel outside European union countries included in *Your Pet* Travel Scheme.
 - 12.2.8.4 *You* having to comply with any part of *Your Pet* Travel Scheme unless specifically covered by this policy.
 - 12.2.8.5 currency exchange rate differences.
- 12.3 **Notification of Claim Cost**
 If total **Veterinary Fees** appear likely to exceed £1,000 (at the exchange rate prevailing at time of *Treatment*) *You* must notify **AFI** immediately for pre-authorization as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

SECTION 13 - GENERAL CONDITIONS

13.1 General Conditions

- 13.1.1 If *You* pay the premiums by direct debit and *You* default on any payment, *We* reserve the right to charge an administration fee of £2.99 to *Your* next payment.
- 13.1.2 If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) *We* will not be liable for the whole claim. *We* will only pay anything over the amount which should have been paid under this policy (or policies) if this policy had not been taken out.
- 13.1.3 As per the Section 27 of the Road Traffic Act 1998: "A person who causes or permits a dog to be on a designated road without the dog being held on a lead is guilty of an offence. It also states, in this section, "designated road" means a length of road specified by an order in that behalf of the local authority in whose area the length of road is situated - For further details see The Road Traffic Act 1998. With this in mind, a dog on a designated road must be on a collar and lead under control.
- 13.1.4 When walking *Your Pet* in an area other than a designated road, *You* must ensure that *Your Pet* remains under *Your* control and reasonable steps must be taken to prevent *Your Pet* escaping onto a designated road. By way of example only, when in a field and nearing the exit/ entrance, *You* must ensure *Your Pet* is on a lead.
- 13.1.5 *You* must ensure that any dog lead, collar and/ or harness is in good condition and fits *Your Pet* to prevent escape. *You* must also ensure that any lead is used in such a way as to prevent the same slipping out of your grasp should *Your Pet* suddenly pull away from you.
- 13.1.6 *You* must ensure *Your Pet* cannot escape or stray from *Your* property and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured and all reasonable steps must be taken to prevent escape. When loading *Your Pet* into or out of *Your* vehicle, *You* must ensure that the area is either secure or *Your Pet* is on a lead.
- 13.1.7 *You* must notify *AFI* as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate this policy. *We* reserve the right to alter the terms of this policy immediately after *We* are notified of such changes.
- 13.1.8 During the *Policy Year* *You* must take care of *Your Pet* including arranging and paying for any *Treatment* normally recommended by *Your Vet* to prevent or reduce the risk of *Illness* or *Injury*.
- 13.1.9 *You* must ensure that *Your Pet* is vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis, feline leukaemia and cat flu for cats. *You* must also agree to have *Your Pet* vaccinated against any other disease a *Vet* feels is necessary. *You* must keep *Your Pet's* vaccinations up to date, as recommended by *Your Vet*.
- 13.1.10 *You* must ensure that *Your Pet* is wormed regularly and if there is a risk of contagion, to keep *Your Pet* isolated from the same.
- 13.1.11 *We* reserve the right to cancel or avoid this policy and to retain the premium where *We* believe *You* have mis-stated, omitted or concealed a fact *We* consider material to the risk either when taking out a policy for the first time or renewing it.
- 13.1.12 If a dispute arises and the dispute relates to any sum to be paid under this policy then it shall be referred to a single arbitrator appointed in default of agreement by the Chairman of the Association of British Insurers under the provisions of the Arbitration Act 1979 as amended. The decision of the arbitrator shall be final and binding. Where a dispute arises due to a difference of opinion between *Vets* then *We* shall appoint an independent *Vet* whose decision shall be binding. The costs of the independent *Vet* will be shared equally by *You* and *Us*.
- 13.1.13 When inviting renewal of this policy *We* may, at *Our* sole discretion, for any reason and as *We* deem appropriate taking into consideration (but not limited to) *Your Pet's* age, medical and/or claims history, change cover, benefits, premium, terms and/or conditions.
- 13.1.14 If *We* are unable to obtain payment from *You* when *Your* annual policy is due for renewal or, in the case of monthly policies, *Your* direct debit collection has been unsuccessful, *We* will write to *You* on three occasions and *We* will endeavour to call *You*. If *We* are still unable to obtain payment after this time then annual policies will be cancelled from the renewal date. For monthly policies, *Your* policy will be cancelled one calendar month from the date of *Your* last payment.
- We* are able to reinstate policies up to 30 days from the date of cancellation providing any outstanding monies are paid within this time and *You* confirm that no incidents have occurred that may or have give rise to a claim.

SECTION 14 - HOW TO CLAIM

- 14.1 On the happening of any *Accident*, *Illness*, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, *You* must either:
- 14.1.1 download a claim form from www.animalfriends.org.uk; or
- 14.1.2 contact *AFI* by email on claims@animalfriends.co.uk
- 14.1.3 contact *AFI* by telephone on 0844 55 70 300

and request *AFI* to send *You* a claim form. Full instructions of how to complete the claim form will be provided. *You* must co-operate fully and truthfully to give *AFI* any information *AFI* may need.

SECTION 15 - CONDITIONS OF SETTLING CLAIMS

- 15.1 If requested by AFI, the *Vet* attending *Your Pet* or the usual or previous *Vet* must, at *Your* expense, provide AFI with all information about *Your Pet*, including its full medical history or its *Treatment* as AFI may require.
- 15.2 *You* and *Your Vet* will have to complete all applicable sections on one of *Our* Claim Forms and submit the same to AFI before a claim can be assessed by AFI. An incomplete Claim Form will be returned and this will delay settlement of claims. *We* will not pay any fee charged by *Your Vet* for completing the Claim Form and *We* reserve the right to refuse a claim where a fully completed Claim Form has not been returned to *Us* without undue delay and in any event within 90 days of the incident occurring or *Your* renewal if sooner.
- 15.3 As to Sections 3 & 6 it is *Your* responsibility to prove the value of *Your Pet* although *We* reserve the right to set the relevant Market Value. In any event Market Value will be limited to a maximum of 75% of the sum insured value for neutered Pets and up to 50% of the sum insured value for Pets aged 6 years or more. Where a claim is made for a pedigree *Pet* *You* must send *Us*, at *Your* cost, the originals of a recognised Breed Club registration document, Pedigree Certificate and purchase receipt. Please note that all original documentation will be retained by AFI.

SECTION 16 - GENERAL EXCLUSIONS

- 16.1 Any *Pre-existing Conditions*.
- 16.2 Any claims for *Illness* displaying *Clinical Signs* within 14 days or any *Accident or Injury* occurring within 5 days of the *Commencement Date*.
- 16.3 Any claims arising from *Your Pet* being neutered or spayed.
- 16.4 Any claim arising as a result of any sexually transmitted disease, rabies, Aujesky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease.
- 16.5 *We* will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act on the part of any person
- 16.6 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 16.7 *We* will only pay costs which are incurred as direct consequence of the event which led to the claim *You* are making under this *Policy*.
- 16.8 Any costs involved in any organ transplants including any loss or damage as a result of *Your Pet* undergoing organ transplants.
- 16.9 Any costs involved in *Your Pet* under-going stem cell and/or gene therapy *Treatment* including any loss or damage as a result of *Your Pet* undergoing such *Treatment*;
- 16.10 Any loss as a result of an act of force or violence for religious, ideological or political reasons, war, riot, civil commotion, revolution or similar event including any act of terrorism of any kind.
- 16.11 *We* shall not be liable where *We* have not received the correct premium before the start of each *Policy Period*.
- 16.12 *We* shall not be liable under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.
- 16.13 *We* shall not pay any claims where *Your Pet* has been used in any trade, profession or business including breeding, unless *We* have agreed in writing to cover such use. Show dogs are covered.
- 16.14 *We* shall not be liable for any claims of any kind which are caused by *Your Pet* straying, escaping, damaging property, or attacking persons or pets if *Your Pet* has done this before.
- 16.15 any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
- 16.15.1 An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation;
- 16.15.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
- 16.15.3 Any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
- If *We* allege that, by reason of this exclusion, any claim is not covered by this policy the burden of proving the contrary shall be *Your* responsibility.
- 16.16 **Excluded Dogs**
- 16.16.1 Any dogs used for trade or business.
- 16.16.2 Any dogs used as gundogs, used for or in connection with shooting or for the purposes of hunting of any kind
- 16.16.3 The following dogs, as outlined in the Dangerous Dogs Act 1991, are specifically excluded from cover under any section of this policy:

- Pit Bull Terrier
- Japanese Tosa / Tosa Inus
- Dogo Argentino (also referred to as Argentine Dogo and Argentinian Mastiff)
- Fila Brasileiro

Including any “type”, as defined in the Dangerous Dogs Act 1991, considered to match the description of a prohibited “type”; any breed crossed with the above; and any other breed or type deemed be dangerous by the Secretary of State and subsequently added to the Dangerous Dogs Act 1991.

16.16.4 In addition, the following types/breeds are also excluded from cover under any section of this policy:

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

16.16.5 Any *Pet* less than 5 weeks old.

SECTION 17 - CANCELLATION RIGHTS

- 17.1 If, once *You* receive *Your* full policy documents, *You* are not happy *You* have 14 days within which *You* can cancel the policy. If *You* wish to cancel *Your* policy this must be done in writing by email or post to *AFI's* offices – details below. Upon receipt of *Your* written cancellation *We* shall cancel *Your* policy and *You* shall receive a refund of any premium *You* have paid. If *You* have not received an acknowledgement from *AFI* within 14 days, *You* must post the details by recorded delivery.
- 17.2 If *You* wish to cancel after 14 days *We* may give *You* a refund of *Your* premium for any period of cover falling after the cancellation date less any reasonable administration expenses. This must be done in writing by email or post to *AFI's* offices – details below. If *You* have not received an acknowledgement from *AFI* within 14 days, *You* must post the details by recorded delivery.
- 17.3 If *We* have paid a claim *You* may not receive the full return of *Your* premium.
- 17.4 *We* reserve the right to cancel *Your* policy at any time. If *We* do then *We* shall retain such premium as covers the time the policy has been in force and return any balance to *You* in excess of £5. *We* then have no further liability to *You* but *Your* rights up until the cancellation date remain unaffected.
- 17.5 Should *You* wish to alter this policy or cancel it please contact *AFI's* office. This can be done by writing to the postal address or email address noted below, or by phone on 0844 55 70 300. If *You* have not received an acknowledgement from *AFI* within 14 days, *You* must post the details by recorded delivery. A reasonable administration charge will be made for any policy alteration.

Our postal address is: Animal Friends Insurance Services Limited, 1 The Crescent, Sunrise Way, Solstice Park, Amesbury, Wiltshire, SP4 7QA. *Our* email address is: info@animalfriends.co.uk

SECTION 18 - COMPLAINT HANDLING PROCEDURE

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

- 18.1 If *You* are unhappy with the level of customer service *You* have received please write to the Customer Liaison Officer at Animal Friends Insurance Services Limited at the above address.
- 18.2 If *You* remain dissatisfied please request that *Your* complaint be passed to the General Manager at *AFI*.
- 18.3 If *You* remain dissatisfied please write to the Complaints Department at Red Sands Insurance Company (Europe) Limited Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar
- 18.4 If *You* do not receive satisfaction through *Our* internal procedures, and Red Sands have issued you with a final response, *You* can then refer *Your* complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London, E14 9SR or they can be contacted on 0845 080 1800.
- 18.5 *Your* legal rights are unaffected.

SECTION 19 – OTHER INFORMATION

Financial Services Compensation Scheme

If *We* are unable to meet *Our* liabilities *You* may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300

How We protect Your Privacy

We are registered under the Data Protection Act in Gibraltar.

AFI is registered under the Data Protection Act in the United Kingdom, number Z6313845.

Purpose of Collection

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

Disclosure

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

Language

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

Opt Out

If *You* don't want to receive information on any of *Our* new products or services *You* can tell AFI on *Your* proposal form or by e-mailing customercare@animalfriends.org.uk

Updating Your Records

If *You* think AFI's records are wrong or out of date, particularly *Your* contact details, it is important that *You* contact AFI and they will correct them.

Material Information

We rely upon the information *You* provide *Us* to decide whether to insure *Your Pet* and the terms and conditions under which We will offer cover. English Law requires *You* to tell *Us* about all known factors relating to the health and behaviour of *Your Pet* that may influence *Our* decision. This is known as Duty of Disclosure, if *You* fail in *Your* Duty of Disclosure We may exercise certain remedies that include cancelling this policy or reducing the benefits due in terms of the policy. If *You* are in any doubt as to whether a fact is or may be material to *Us*, *You* must tell *Us* about it.

Monthly and Annual Policies

Annual Policies are payable annually and run for 365 days from the Commencement Date shown on the *Schedule*. AFI will advise *You* regarding renewal of *Your* policy prior to expiration of the current policy. We reserve *Our* rights to change the terms and conditions of the policy upon renewal.

A Monthly Policy runs for and premiums are collected each calendar month. A monthly policy will automatically renew each month until such time as *You* advise AFI *You* wish to cancel *Your* policy. We reserve *Our* rights to change the terms and conditions of the policy upon renewal. We require *You* to notify AFI in writing should *You* decide not to renew *Your* policy.

During the *Policy Period* for Monthly Policies We may offer *You* upgraded benefits, alter the cover or increase premiums. *You* will get at least 14 days notice of any alterations in cover or increase in premium. All premiums include Government Insurance Premium Tax at the prevailing rate.

About the Insurer

Red Sands Insurance Company (Europe) Limited ("Red Sands") is licensed and regulated by the Commissioner of Insurance under the Insurance Companies Ordinance 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar under company number 87598 and their registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. As the underwriter Red Sands is responsible for this policy document.

About the Administrator

Animal Friends Insurance Services Limited, 1 The Crescent, Sunrise Way, Solstice Park, Amesbury, Wiltshire, SP4 7QA . Tel: 0844 55 70 300. Authorised and regulated by the Financial Services Authority (FSA). *Our* FSA register number is 307858. If *You* have any questions please call *Our* friendly customer service team on 0844 55 70 300, Monday to Friday or visit *Our* website www.animalfriends.org.uk where *You* will find a live chat facility; or email *Us* at info@animalfriends.co.uk . AFI provides administration, customer services and claims services on Red Sand's behalf.

Governing Law and Courts

Both parties are entitled to choose the law applicable to this contract of insurance. We propose English law and in the absence of any agreement to the contrary, English law will apply. Any disputes shall be referred to the exclusive jurisdiction of the English Courts.