

ULTIMATE INSURANCE SOLUTIONS

IN ASSOCIATION WITH

ULTIMATE PET PARTNERS

POLICY DOCUMENT – FOR POLICIES PREFIXED WITH UIS /RSL/AOC

**Your Policy includes a free 24/7 Pet Advice Line – Please telephone VetadviceLine on 0844 445 7081**

Policy Booklet Number : UIS /RSL/AOC/XXXXX

Policy Booklet Effective Date : Feb 09

**Value Accident Cover Policy Wording**

**This is *Your* Policy Document**

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

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 *Ultimate* 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 Ultimate on 0845 6042308.

*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 8 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.

*Benefit Limit* means the maximum *Benefit Limit* per *Injury* or *Condition* as shown on the *Schedule* for each 12 month period starting on the *Commencement Date*. The maximum *We* will pay for a single *Condition*, a *Recurring Condition* or a *Chronic Condition* suffered by *Your Pet* is the maximum *Benefit* amount shown in the *Schedule*, subject to the *Benefit Limits* set out in the *Schedule*. The *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 to *Us* then cover 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*.

*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*

*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 each 12 month *Period* starting on the *Commencement date* and that is not related to any other *Illness* or *Accidental Injury Condition* treated during the same *Policy Year*

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

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

*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 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:

- All our policies are monthly policies – they run for, and premiums are collected, each calendar month and automatically renew 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

*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, medication, surgery or nursing care provided by a veterinary practice or member of a professional organisation acting under their direction

*Ultimate* means Ultimate Pet Partners, who is the administrator for all sections of this policy and whose registered office is situated at 5<sup>th</sup> Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, PO2 8DE Company Registration number is 06740793. Ultimate Pet Partners Limited is an appointed representative of Correlation Risk Partners Limited, which is authorised and regulated by the Financial Services Authority.

*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 starting from the *Commencement Date* of the initial *Policy Period* during which a *Condition* that occurs or shows *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

*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 - ACCIDENT ONLY COVER**

### **2.1 Cover**

We will pay up to the *Benefit Limit* shown in the *Schedule* for *Treatment* and/or for *Complementary Medicine* following *Your Pet* being involved in an *Accident and/or suffering an Injury*. The *Benefit Limit* is applied separately to every unrelated *Accident or Injury* claimed for. *Your Benefit Limit* renews each rolling 12 month period, with effect from the *Commencement Date* of *Your Policy*, subject to *You* continuing to pay *Your* monthly premium.

**If total Veterinary Fees appear likely to exceed £1,000 You must notify Ultimate immediately for pre-authorisation as We may wish to obtain a second opinion from Our veterinary advisor.**

### **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.

### **2.3 Special Diet**

We will contribute to the cost of *Your Pet's* prescription food up to a maximum of £100 per *Policy Year* (Benefit Limit) as long as it is prescribed by *Your* Vet and can only be brought from a veterinary surgery or online pharmacy and it is to dissolve bladder stones or crystals in urine and for no other purpose. *We* will deduct 53p a tin and £1.00 per kilo as *Your* normal feeding costs for *Your Pet*. *We* will not be liable for any other dietary costs under this policy

### **2.4 Advice Line**

We are delighted to include an Advice Line service, provided by Vetadviceline, for those times when taking *Your Pet to your normal Vet* is not possible or practical - *You* may contact Vetadviceline's veterinary nurses at any time, who will give *You* advice about *Your Pet's* health and welfare. This service is available 24 hours a day, 365 days a year and is a free service.

**Vetadviceline's telephone number is 0844 445 7081**

### **2.5 Exclusions**

The following are excluded from cover:

2.5.1 Any *Illness*

2.5.2 Any claim in excess of £500 relating to Cruciate Ligament

2.5.3 Costs resulting from an *Accident or Injury* that:

2.3.1.1 first showed *Clinical Signs* before the *Commencement Date* or within the *Waiting Period* of the *Commencement Date*;

- 2.3.1.2 is the same as or has the same diagnosis or Clinical Signs as an *Accident, Injury* or Clinical signs *Your Pet* had before the *Commencement Date*;
- 2.3.1.3 is caused by, relates to or results from an *Injury, Illness* or Clinical Signs *Your Pet* had before *Commencement Date*.
- 2.5.4 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*.
- 2.5.5 Costs for cosmetic *Treatment*, elective *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a Vet to prevent an *Injury* or *Illness*. This is not limited to but includes vaccination, spaying, castration, Cryptorchidism (retained testes), grooming, nail clipping, breeding, whelping, kitting, bathing, dematting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;
- 2.5.6 Any dental or gum *Treatment* unless required as a direct result of an *Accident* or *Injury* to *Your Pet* where *We* shall cover the costs of extraction only.
- 2.5.7 *Treatment* received by *Your Pet* after the *End Date*.
- 2.5.8 The cost of any *Treatment* if a claim has not been submitted within 90 days of the first date *Your Pet* received *Treatment*.
- 2.5.9 The cost of any *Treatment* for behavioural problems or for any conditions arising as a result of the same
- 2.5.10 Any costs for house calls/out-of-hours calls/non essential hospitalisation and ambulance costs (where covered) unless a Vet confirms that *Your Pet* was suffering from a life-endangering *Condition*. *Your* personal circumstances will not be covered.
- 2.5.11 Costs of putting *Your Pet* to sleep, cremation and disposal, including post mortem costs, coffins or caskets.
- 2.5.12 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred.
- 2.5.13 Costs for *Treatment* of conditions arising from *Your Pet* being overweight, except weight gain as a result of a diagnosed *Illness*.
- 2.5.14 The cost of any diet food, even if prescribed, other than those detailed at 2.3.
- 2.5.15 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*
- 2.5.16 Extra fees on external laboratory fees. *We* will only pay the external fee plus up to £20 for post and packaging and interpretation
- 2.5.17 Any charges made by *Your* vet for a prescription charge for obtaining medication elsewhere.
- 2.5.18 Continuation claims unless *You* have paid the required premiums to keep *Your* policy in force.
- 2.5.19 The *Excess* applicable to this section of cover.

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

#### 3.1 Cover

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

#### 3.2 Exclusions

The following are excluded from cover:

- 3.2.1 Death as a result of an *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 *Accident* or *Injury* that occurred before the *Commencement Date* or within the first 14 days of the policy Commencement Date (Waiting Period).

#### 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 - PUBLIC LIABILITY

### 4.1 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:

- 4.1.1 Compensation and the Claimant's costs and expenses;
- 4.1.2 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.

### 4.2 Specific Conditions

- 4.2.1 *You* must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident.
- 4.2.2 *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.
- 4.2.3 *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.
- 4.2.4 *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.
- 4.2.5 *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.

### 4.3 Exclusions

This policy shall not apply to liability in respect of:

- 4.3.1 any compensation, costs or expenses:-
  - 4.3.1.1 for defending *You* which *We* have not agreed to in writing beforehand
  - 4.3.1.2 if *You* are legally liable because of a contract *You* have entered into
  - 4.3.1.3 if the Claimant is a person who lives with *You*, is a member of *Your* immediate family or is employed by *You*
  - 4.3.1.4 which involves *Your* employment, profession, occupation or business
  - 4.3.1.5 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
  - 4.3.1.6 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
  - 4.3.1.7 for an incident at *Your* workplace
- 4.3.2 any claims:-
  - 4.3.2.1 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*;
  - 4.3.2.2 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;
  - 4.3.2.3 as a result of *Your Pet's* interaction with other animals;
  - 4.3.2.4 as a result of any person handling *Your Pet* without *Your* permission or consent;
- 4.3.3 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.
- 4.3.4 the matters referred to in the General Exclusions, Section 8.

## SECTION 5 - GENERAL CONDITIONS

### 5.1 General Conditions

- 5.1.1 If *You* pay the premiums by direct debit and *You* default on any payment, *We* reserve the right to charge an administration fee of £5.00 to *Your* next payment.
- 5.1.2 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.
- 5.1.3 A dog on a public highway must be on a collar and lead under control. Reasonable steps must be taken to ensure a dog does not escape or stray and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured.

- 5.1.4 You must notify *Ultimate* 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.
- 5.1.5 During the *Policy Period* You must take care of *Your Pet* including arranging and paying for any *Treatment* normally recommended by *Your* vet to prevent or reduce the risk of *Accident* or *Injury*.
- 5.1.6 You must ensure that *Your Pet* is vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis, feline leukaemia and cat flu for cats. You must also agree to have *Your Pet* vaccinated against any other disease a vet feels is necessary.
- 5.1.7 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.
- 5.1.8 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.
- 5.1.9 If a dispute arises then if 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*.
- 5.1.10 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.

#### SECTION 6 - HOW TO CLAIM

- 6.1 In the event of an *Accident*, *Injury* loss, destruction or damage giving rise or likely to give rise to a claim under this policy, *You* must either:
  - 6.1.1 download a claim form from [www.ultimatepetpartners.co.uk](http://www.ultimatepetpartners.co.uk) or you can submit your claim on line.
  - 6.1.2 contact *Ultimate* by email [customerservices@uispet.co.uk](mailto:customerservices@uispet.co.uk)
  - 6.1.3 contact *Ultimate* by telephone on 0844 561 1625
 and request *Ultimate* to send *You* a claim form. Full instructions of how to complete the claim form will be provided. *You* must cooperate fully and truthfully to give *Ultimate* any information *Ultimate* may need.

#### SECTION 7 - CONDITIONS OF SETTLING CLAIMS

- 7.1 If requested by *Ultimate*, the Vet attending *Your Pet* or the usual or previous Vet must, at *Your* expense, provide *Ultimate* with all information about *Your Pet*, including its full medical history or its *Treatment* as *Ultimate* may require.
- 7.2 **Advice Line**  
Remember *You* can also use the Advice Line service provided by VetadviceLine, for those times when taking *Your Pet* to *Your* normal Vet is not possible or practical - *You* may contact VetadviceLine's veterinary nurses at any time, who will give *You* advice about *Your Pet's* health and welfare. This service is available 24 hours a day, 365 days a year and is a free service.  
**VetadviceLine's number is 0844 445 7081**
- 7.2 *You* and *Your* vet will have to complete all applicable sections on one of our Claim Forms and submit the same to *Ultimate* before a claim can be assessed by *Ultimate*. 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.
- 7.3 As to Section 3 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.

#### SECTION 8- GENERAL EXCLUSIONS

- 8.1 Any Pre-existing Conditions.
- 8.2 Any claims for *Illness*.
- 8.3 *The* applicable *Excess*, as shown in *Your Schedule*.
- 8.4 Any claims for *Illness* and/or disease and/or *Accident* displaying Clinical Signs within 14 days of Commencement Date.
- 8.5 Any claims arising from *Your Pet* being neutered or spayed.
- 8.6 Any claim arising as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease.
- 8.7 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

- 8.8 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 8.9 We will only pay costs which are incurred as a direct consequence of the event which led to the claim *You* are making under *this Policy*.
- 8.10 Any claims arising as a result of *Your Pet* undergoing organ transplants.
- 8.11 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.
- 8.12 Any loss arising as a result of a disease transmitted from animals or birds to humans
- 8.13 We shall not be liable where *We* have not received the correct premium before the start of each *Policy Period*.
- 8.14 We shall not be liable under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.
- 8.15 We shall not pay any claims where *Your Pet* has been used in any trade, profession or business, unless *We* have agreed in writing to cover such use. Show dogs are covered.
- 8.16 We shall not be liable for any claims of any kind which are caused by *Your Pet* straying, escaping, damaging property, or attacking persons or pets if *Your Pet* has done this before.
- 8.17 **Excluded Dogs**
- 8.17.1 Any dogs used for trade or business.
- 8.17.2 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.
- 8.17.3 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 Peis  
 Utonagan

## SECTION 9 - CANCELLATION RIGHTS

- 9.1 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 *Ultimate's* offices – details below. Upon receipt of *Your* written cancellation *We* shall cancel *Your* policy and provided no claims have been made you shall receive a refund of any premium you have paid.
- 9.2 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 *Ultimate's* offices – details below. If *You* have not received an acknowledgement from *Ultimate* within 14 days, *You* must post the details by recorded delivery.
- 9.3 If *We* have paid a claim *You* may not receive the full return of *Your* premium.
- 9.4 *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.
- 9.5 Should *You* wish to alter this policy or cancel it please contact *Ultimate's* office. This can be done by writing to the postal address or email address noted below, or by phone on. If *You* have not received an acknowledgement from *Ultimate* within 14 days, *You* must post the details by recorded delivery. A reasonable administration charge will be made for any policy alteration.

Ultimate's postal address is: 5<sup>th</sup> Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, PO2 8DE

## SECTION 10 - ADVICE LINE

- 10.1 *We* are delighted to include an Advice Line service, provided by VetadviceLine, for those times when taking *Your Pet* to your normal *Vet* is not possible or practical - *You* may contact VetadviceLine's veterinary nurses at any time, who will give *You* advice about *Your Pet's* health and welfare. This service is available 24 hours a day, 365 days a year and is a free service.

**VetadviceLine's Pet Advice Line is available on 0844 445 7081**

## SECTION 11 - COMPLAINT HANDLING PROCEDURE

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

- 11.1 If *You* are unhappy with the level of customer service *You* have received please write to the Customer Services Manager at Ultimate Pet Partners at the above address.
- 11.2 If you remain dissatisfied please request that *Your* complaint be passed to the Managing Director at *Ultimate*.
- 11.3 If *You* remain dissatisfied please write to the Customer Services Manager at Red Sands Insurance Company (Europe) Limited, Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar or [underwriter@redsands.gi](mailto:underwriter@redsands.gi)
- 11.4 If *You* do not receive satisfaction through *Our* internal procedures, then *You* can 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.
- 11.5 Financial Services Compensation Scheme  
*We* are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if *We* are unable to meet *Our* obligations to *You* under this policy. If *You* are entitled to compensation from the Scheme, the level and extent of compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7<sup>th</sup> Floor Lloyd's Chambers, Portsoken Street, London E1 8BN and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)
- 11.6 *Your* legal rights are unaffected.

## SECTION 12 – OTHER INFORMATION

### How We protect Your Privacy

*Ultimate* is registered under the Data Protection Act, number: Z1649575

### Purpose of Collection

*Ultimate* 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. *Ultimate* 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 *Ultimate* 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 *Ultimate* on *Your* proposal form or by e-mailing [customerservices@uispet.co.uk](mailto:customerservices@uispet.co.uk)

### Updating Your Records

If *You* think *Ultimate's* records are wrong or out of date, particularly *Your* contact details, it is important that *You* contact *Ultimate* 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 Policies

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 *Ultimate* 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 *Ultimate* 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 5%.

### About the Insurer

Red Sands Insurance Company (Europe) Limited ("Red Sands") is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 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 *Our* 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

Ultimate Pet Partners is authorised and regulated by the Financial Services Authority (FSA no 493636). If *You* have any questions please call our friendly customer service team on 0845 604 2308, Monday to Friday 8:00am to 9:00pm or Saturday 9:00am to 2:00pm; or visit our website [www.ultimatepetpartners.co.uk](http://www.ultimatepetpartners.co.uk); or email *Us* at [customerservices@uispet.co.uk](mailto:customerservices@uispet.co.uk). *Ultimate* 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.

