

ULTIMATE INSURANCE SOLUTIONS

IN ASSOCIATION WITH

ULTIMATE PET PARTNERS

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

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

Policy Booklet Number : UIS /RSL/NLC/XXXXX

Policy Booklet Effective Date : Feb 09

Standard Annual Cover (12 Month 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 604 2308

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 12 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 Limits means the total amounts payable under this policy per each section of coverage..

The maximum *Benefit Limit* that *We* will pay for a single *Condition*, a Recurring *Condition* or a Chronic *Condition* suffered by *Your Pet* is the *Benefit Limit* that was current in the *Policy Period* 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 Period* or any future *Policy Period*. 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 to us 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*.

Annual Benefit Limits means the maximum *Benefit Limit* will pay for all claims as detailed in *Your Policy Schedule*

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 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 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

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 5th Floor The Connect Centre, Kingston Crescent, North End, Portsmouth, PO2 8DE Company Registration number 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

2.1 Cover

We will pay up to the *Benefit Limit* shown in the *Schedule* for *Treatment* and/or for *Complementary Medicine*. The *Benefit Limit* 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 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 Costs resulting from an *Injury* or *Illness* that:

- 2.5.1.1 were 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
- 2.5.1.2 first showed *Clinical Signs* before the *Commencement Date* or within the *Waiting Period* of the *Commencement Date*;

- 2.5.1.3 is the same as or has the same diagnosis or Clinical Signs as an *Injury, Illness* or Clinical signs *Your Pet* had before the *Commencement Date*;
- 2.5.1.4 is caused by, relates to or results from an *Injury, Illness* or Clinical Signs *Your Pet* had before *Commencement Date*.
- 2.5.2 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*.
- 2.5.3 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*;
- 2.5.4 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.
- 2.5.5 *Treatment* received by *Your Pet* after the *End Date*.
- 2.5.6 The cost of any *Treatment* if a claim has not been submitted within 90 days of the first date *Your Pet* received *Treatment*.
- 2.5.7 The cost of any *Treatment* for behavioural problems or for any conditions arising as a result of the same
- 2.5.8 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.
- 2.5.9 Costs of putting *Your Pet* to sleep, cremation and disposal, including post mortem costs, coffins or caskets.
- 2.5.10 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred.
- 2.5.11 Costs for *Treatment* of conditions arising from *Your Pet* being overweight, except weight gain as a result of a diagnosed *Illness*.
- 2.5.12 The cost of any diet food, even if prescribed, other than those detailed at 2.3.
- 2.5.13 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*
- 2.5.14 Extra fees on external laboratory fees. *We* will only pay the external fee plus up to £20 for post and packaging and interpretation
- 2.5.15 Any charges made by *Your* vet for a prescription charge for obtaining medication elsewhere.
- 2.5.16 Continuation claims unless *You* have paid the required premiums to keep *Your* policy in force.
- 2.5.17 The *Excess* 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 less) if *Your Pet* dies during the *Policy Period* 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 *Ultimate* as soon as possible in writing of the *Accident* or *Illness*, but not later than 30 days after *Your Pet* is put down.

3.2 Exclusions

The following are excluded from cover:

- 3.2.1 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.
- 3.2.2 Euthanasia due to behavioural problems or for fiscal reasons.
- 3.2.3 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*
- 3.2.4 Death due to *Illness* of any dog or cat aged 8 years or over at the *Commencement Date* or any renewal period.
- 3.2.5 Any death resulting from breeding, pregnancy or giving birth.
- 3.2.6 Any claim if the death has been a result of preventative, routine or elective *Treatment* / procedure. See Vets fees
- 3.2.7 Any death caused by an *Illness/Clinical Signs* first noticed before 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 Period*; 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.
- 4.2.2 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.

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

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 lesser, if *Your Pet* is not found within 28 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.

We will pay an additional amount up to a maximum of £250, to cover the cost of advertising for *Your* lost or stolen *Pet* or paying a reward which leads to getting *Your Pet* back, provided that *You* first obtain *Ultimate's* written agreement.

6.2 Exclusions

- 6.2.1 Theft which does not involve forcible and violent entry to a secure area, such as a pen or *Your* home.
- 6.2.2 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.

SECTION 7 - PUBLIC LIABILITY

7.1 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:

- 7.1.1 Compensation and the Claimant's costs and expenses;
- 7.1.2 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.

7.2 Specific Conditions

- 7.2.1 *You* must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident.
- 7.2.2 *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.
- 7.2.3 *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.
- 7.2.4 *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.
- 7.2.5 *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.

7.3 Exclusions

This policy shall not apply to liability in respect of:

- 7.3.1 any compensation, costs or expenses:-
 - 7.3.1.1 for defending *You* which *We* have not agreed to in writing beforehand
 - 7.3.1.2 if *You* are legally liable because of a contract *You* have entered into
 - 7.3.1.3 if the Claimant is a person who lives with *You*, is a member of *Your* immediate family or is employed by *You*
 - 7.3.1.4 which involves *Your* employment, profession, occupation or business
 - 7.3.1.5 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
 - 7.3.1.6 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
 - 7.3.1.7 for an incident at *Your* workplace
- 7.3.2 any claims:-
 - 7.3.2.1 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*;
 - 7.3.2.2 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;
 - 7.3.2.3 as a result of *Your Pet's* interaction with other animals;
 - 7.3.2.4 as a result of any person handling *Your Pet* without *Your* permission or consent;
- 7.3.3 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.
- 7.3.4 the matters referred to in the General Exclusions, Section 16.

SECTION 8 - OVERSEAS TRAVEL EXTENSION

8.1 Emergency Veterinary Treatment Abroad

8.1.1 Cover

If *Your Pet* needs emergency veterinary *Treatment* as a result of an *Injury* or *Illness* that first shows Clinical Signs during a holiday in the *Policy Period*, *We* will pay up to £2,000 (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*.

8.2 Exclusions

- 8.2.1 More than £2,000 for emergency veterinary fees.

- 8.2.2 Any costs resulting from a holiday that started before the *Commencement Date*.
- 8.2.3 Any costs resulting from:
- 8.2.3.1 an *Injury or Illness* that first showed *Clinical Signs* before *Your* holiday started; or
 - 8.2.3.2 an *Injury or Illness* that is the same as or has the same diagnosis or *Clinical Signs* as an *Injury, Illness or Clinical Sign Your Pet* had before *Your* holiday started; or
 - 8.2.3.3 an *Injury or Illness* that is caused by, relates to or results from an *Injury, Illness or Clinical Sign Your Pet* had before *Your* holiday started no matter where the *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*.
- 8.2.4 The cost of food.
- 8.2.5 Any costs if the holiday was made to get *Treatment* abroad.
- 8.2.6 Any costs to take *Your Pet's* body home if it dies.
- 8.2.7 Costs of putting *Your Pet* to sleep, cremation and disposal, including post mortem costs, coffins or caskets.
- 8.2.7 *We* will not pay for a claim that is caused by, connected to or resulting from:
- 8.2.7.1 *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.
 - 8.2.7.2 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.
 - 8.2.7.3 Travel outside European Union countries included in *Your Pet* Travel Scheme.
 - 8.2.7.4 *You* having to comply with any part of *Your Pet* Travel Scheme unless specifically covered by this policy.
 - 8.2.7.5 Currency exchange rate differences.
- 8.3 **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 *Ultimate* immediately for pre-authorisation as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

SECTION 9 - GENERAL CONDITIONS

9.1 General Conditions

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 *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.
- 9.1.5 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 *Illness or Injury*.
- 9.1.6 *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.
- 9.1.7 *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.
- 9.1.8 *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.
- 9.1.9 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*.

- 9.1.10 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 10 - HOW TO CLAIM

- 10.1 In the event of an *Accident, Illness, loss, destruction or damage* giving rise or likely to give rise to a claim under this policy, *You* must either:

- 10.1.1 download a claim form from www.ultimatepetpartners.co.uk or submit your claim on line
10.1.2 contact *Ultimate* by email on customerservices@uispet.co.uk
10.1.3 contact *Ultimate* by telephone on 0845 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 11- CONDITIONS OF SETTLING CLAIMS

- 11.1 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.

11.2 **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

- 11.3 *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.
- 11.4 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.

SECTION 12 - GENERAL EXCLUSIONS

- 12.1 Any Pre-existing Conditions.
- 12.2 Any claims for *Illness* and/or disease and/or *Accident* displaying Clinical Signs within 14 days of Commencement Date.
- 12.3 Any claims arising from *Your Pet* being neutered or spayed.
- 12.4 Any claim arising as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease.
- 12.5 *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
- 12.6 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 12.7 *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*.
- 12.8 Any claims arising as a result of *Your Pet* undergoing organ transplants.
- 12.9 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.
- 12.10 Any loss arising as a result of a disease transmitted from animals or birds to humans
- 12.11 *We* shall not be liable where *We* have not received the correct premium before the start of each *Policy Period*.
- 12.12 *We* shall not be liable under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.
- 12.13 *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.
- 12.14 *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.

12.15 Excluded Dogs

12.15.1 Any dogs used for trade or business.

12.15.2 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.

12.15.3 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 13 - CANCELLATION RIGHTS

13.1 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.

13.2 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.

13.3 If *We* have paid a claim *You* may not receive the full return of *Your* premium.

13.4 *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.

13.5 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.

Our postal address is: 5th Floor, The Connect Centre, Kingston Crescent, North End, Portsmouth, PO2 8DE

SECTION 14 - ADVICE LINE

14.1 *We* 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 15 - COMPLAINT HANDLING PROCEDURE

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

15.1 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.

15.2 If you remain dissatisfied please request that *Your* complaint be passed to the Managing Director at *Ultimate*.

15.3 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

15.4 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.

15.5 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, 7th Floor Lloyd's Chambers, Portoken Street, London E1 8BN and on their website at www.fscs.org.uk

15.6 *Your* legal rights are unaffected.

SECTION 16 – 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

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 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

Ultimate Pet Partners are authorised and regulated by the Financial Services Authority (FSA No 311368). 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 ; or email *Us* at customerservices@uispet.co.uk . *Ultimate* provides administration, customer services and claims services on Red Sands' 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.