

ULTIMATE INSURANCE SOLUTIONS

IN ASSOCIATION WITH

ULTIMATE PET PARTNERS

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

**Your Policy includes a 24/7 Pet Advice Line - Please telephone Vetadviceline on 0844 445 7334**

Policy Booklet Number : UIS/UIC/AOC/XXXXX  
Policy Booklet Effective Date : Nov 10

**Value Accident Only 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* 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 and *Excesses*.

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* on *Our* behalf. *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 the *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



**Stuart Brown**  
**Underwriting Director**



**GUIDE TO YOUR POLICY:**

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## 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*.

*Benefit Limits* means the total amount payable per claim or per *Condition* 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 *maximum Benefit Limit* that was current in the *Policy Period* when the *Condition* first manifested, as stated in *Your Policy Schedule*. 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*.

*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 accidental *Injury Condition* treated during the *Policy Period* that is not related to any other accidental *Injury Condition* treated during the same *Policy Period*

*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 one 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.

*Period of Insurance* means a calendar month for which *You* have paid *Us* the agreed premium.

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

*Policy Period* means the continuous 12 months period, effective from the *Commencement Date*, for which *We* have agreed to provide cover and for which *You* have paid the relevant premium for each *Period of Insurance*.

*Pre-existing Condition* means:

- any *Condition*, symptom or sign of a *Condition* occurring or existing in any form prior to the *Commencement Date*;

*Proposal Form* means *Your* on-line application for this Pet Insurance.

*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 consultation, examination, advice, tests, x-rays, slides, ultrasound and MRI, medication, surgery or nursing care provided by a veterinary practice or qualified practitioner recommended by a *Vet*.

*Ultimate* means Ultimate Pet Partners, who on behalf of Ultimate Insurance Company Limited are 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 06740793, and who can be contacted on 0845 604 2308 and/or [customer.services@uispet.co.uk](mailto:customer.services@uispet.co.uk). Ultimate Pet Partners Limited is an

appointed representative of Ultimate Insurance Solutions Limited (FSA No. 311368), which is authorised and regulated by the Financial Services Authority.

*Vet* means a Registered Veterinary Surgeon.

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

*We, Our, Us* means Ultimate Insurance Company Limited whose registered office is situated at Suite 913, Europort, Gibraltar, Home State; Gibraltar and is registered in Gibraltar under company registration number 103362.

*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 – ACCIDENT ONLY COVER

### 2.1 Cover

We will pay the claim amount, for normal and customary *Veterinary Fees* up to the maximum *Benefit Limit* as shown in *Your Schedule* for *Treatment* and/or for *Complementary Medicine* up to a maximum *Benefit Limit* as shown in *Your Schedule*, following *Your Pet* being involved in an *Accident* and/or suffering an *Injury*. The *Benefit Limit* is applied separately to every unrelated *Injury* or *Condition* claimed for per *Policy Period*.

For the avoidance of doubt, please note that the *Benefit Limit* for *Complementary Medicine* is included within the maximum *Benefit Limit* amount of £2,000.

**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 normal and customary by *Our* veterinary advisor. *We* reserve the right to only pay up to a 100% mark-up on veterinary medicines.

### 2.3 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.

**Vetadviceline's telephone number is 0844 445 7334**

### 2.4 Exclusions

The following are excluded from cover:

- 2.4.1 Any *Illness*.
- 2.4.2 Any claim in excess of £500 relating to Cruciate Ligament.
- 2.4.3 Costs resulting from an *Injury* or *Condition* that;
  - 2.4.3.1 is the same as or has the same diagnosis or *Clinical Signs* as an *Injury* or *Condition* *Your Pet* had before the *Commencement Date*;
  - 2.4.3.2 is caused by, relates to or results from an *Injury* or *Condition* *Your Pet* had before the *Commencement Date*.
- 2.4.4 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*;
- 2.4.5 Costs for cosmetic *Treatment*, elective *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a *Vet* to prevent an *Injury*. 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*;
- 2.4.6 Any dental or gum *Treatment*, unless required as a direct result of an *Accident* or *Injury* to *Your Pet*;
- 2.4.7 Any routine, preventative or cosmetic dental or gum *Treatment*;
- 2.4.8 *Treatment* received by *Your Pet* after the *End Date*;
- 2.4.9 The cost of any *Treatment* if a claim has not been submitted within 90 days of the first date *Your Pet* received *Treatment*;
- 24.10 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;
- 2.4.11 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* or *Your Vet* can confirm in writing that it was essential and not to have done so would have seriously worsened *Your Pet's Condition*;
- 2.4.12 Costs of cremation and disposal, including post mortem costs, coffins or caskets;
- 2.4.13 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;

- 2.4.14 Costs for *Treatment of Conditions* arising from *Your Pet* being overweight.
- 2.4.15 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*;
- 2.4.16 Extra fees on external laboratory fees. *We* will only pay the external fee plus up to £20 for post and packaging and interpretation;
- 2.4.17 Any cost of pheromone products, including DAP diffusers and Feliway and/or similar feline facial pheromone products used in either a spray or an electric diffuser format;
- 2.4.18 Continuation claims unless *You* have paid the required premiums to keep *Your* policy in force;
- 2.4.19 The *Excess* applicable to this section of cover.
- 2.4.20 Any costs of hiring or buying a cage, basket or bedding needed for the treatment or general well being of *Your Pet*.

**Please note for Pets aged 8 years and over; a 15% co-payment will apply to each claim payment for *Veterinary Fees* and *Complementary Medicine*, which is in addition to the deduction of the applicable standard *Excess*.**

### 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 the lesser) 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 Period* 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*;
- 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 *Accident* or *Injury* that occurred before the *Commencement Date*.

#### 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.
- 3.3.2 In determining the value of *Your Pet*, *We* will take into account the age, sex, breed and whether *Your Pet* is a registered pedigree. However, please note payment is limited up to 50% of the settlement amount due in respect of a *Pet* aged 6 years or older.

### 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.

The maximum *Benefit Limit* that *We* will pay for Public Liability is the *Benefit Limit* shown in *Your Schedule*.

#### 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 Excess applicable to this section of cover;
- 4.3.5 the matters referred to in the General Exclusions, Section 8.

### SECTION 5 – ADDITIONAL BENEFITS

- 5.1 Your policy includes the following additional benefits;
- 5.1.1 Find a Pet Sitter – We can put You in contact with members of the National Register of Petsitters. These are people who have registered with and abide by their Code of Practice. If You need to contact a petsitter call 0845 604 2058.
  - 5.1.2 Find a Vet - We can put You in touch with a local Vet wherever You are in the UK. If You need to contact a Vet call 0845 604 2048.

### SECTION 6 - GENERAL CONDITIONS

#### 6.1 General Conditions

- 6.1.1 If You pay the premiums by direct debit and You default on any payment, We reserve the right to charge a reasonable administration fee. Please refer to Ultimate's Terms of Business for full details.
- 6.1.2 If at the time of an event giving rise to a claim under this policy, there is any other insurance policy in Your name which is in force and which provides cover for the same expense, loss, damage or liability then We will only be liable for Our proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 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. You must keep Your Pet's vaccinations up to date, as recommended by Your Vet.
- 6.1.7 You must ensure that Your Pet is wormed and flea treated regularly and if there is a risk of contagion, to keep Your Pet isolated from the same.
- 6.1.8 You must not mis-state, omit or conceal a Material Fact, (such as current and past health of Your Pet, previous medical Treatment or Conditions, behavioural issues, previous or existing legal proceedings against You in respect of Your Pet etc)

from the proposal for this insurance or when renewing it or claiming against it, otherwise *We* reserve the right to cancel or void this policy and to retain any paid premiums. *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.

- 6.1.9 If a dispute arises and the dispute relates to any sum to be paid under this policy then it may be referred to a single arbitrator. The decision of the arbitrator shall be final and binding. Differences not referred to arbitration within 365 days of the date the difference occurred will be deemed to have been abandoned. Please note that this does not affect *Your* rights to refer *Your* claim to the Financial Services Ombudsman.  
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*;
- 6.1.10 When inviting renewal of this policy *We* may, at *Our* sole discretion amend the premium and/or terms and conditions of *Your* policy.

## SECTION 7 - HOW TO CLAIM

- 7.1 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:
- 7.1.1 download a claim form from [www.uispet.co.uk](http://www.uispet.co.uk) or submit *Your* claim on line
  - 7.1.2 contact *Ultimate* by email on [petclaims@ultimateservices.co.uk](mailto:petclaims@ultimateservices.co.uk)
  - 7.1.3 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 co-operate fully and truthfully to give *Ultimate* any information *Ultimate* may need.

## SECTION 8 - CONDITIONS OF SETTLING CLAIMS

- 8.1 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.
- 8.2 **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.  
**VetadviceLine's number is 0844 445 7334**
- 8.3 *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.
- 8.4 As to Sections 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 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, *We* will keep the original documents.

## SECTION 9- GENERAL EXCLUSIONS

- 9.1 Any *Pre-existing Conditions*.
- 9.2 Any claims for *Illness*.
- 9.3 Any claims arising from *Your Pet* being neutered or spayed.
- 9.4 Any claim arising as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease.
- 9.5 *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.
- 9.6 Any claims arising as a result of Act of Parliament, by law or central or local government regulation.
- 9.7 *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*.
- 9.8 Any claims arising as a result of *Your Pet* undergoing organ transplants.
- 9.9 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.
- 9.10 Any loss, injury, damage, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
- 9.10.1 An epidemic, pandemic or other such health warning, and declared as such by the Department of Health and Children and/or the World Health Organisation;
  - 9.10.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
  - 9.10.3 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.
- 9.11 *We* shall not be liable where *We* have not received the correct premium before the start of each *Policy Period*.

- 9.12 We shall not be liable under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy.
- 9.13 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.
- 9.14 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.
- 9.15 **Excluded Dogs**
- 9.15.1 Any dogs used for trade, profession or business.
- 9.15.2 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.
- 9.15.3 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 Pei  
 Utonagan
- 9.16 Any *Pet* less than 8 Weeks old.
- 9.17 The Applicable *Excess*, as shown in *Your* Schedule.

## SECTION 10 - CANCELLATION RIGHTS

- 10.1 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. *We* reserve the right to charge a reasonable administration fee. Please refer to *Ultimate's* Terms of Business for full details.
- 10.2 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.
- 10.3 If *We* have paid a claim *You* may not receive the full return of *Your* premium.
- 10.4 *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*. *We* then have no further liability to *You* but *Your* rights up until the cancellation date remain unaffected. *We* reserve the right to charge a reasonable administration fee. Please refer to *Ultimate's* Terms of Business for full details.
- 10.5 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 0845 604 2308. 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 11 - ADVICE LINE

- 11.1 *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.
- VetadviceLine's Pet Advice Line is available on 0844 445 7334***

## SECTION 12- COMPLAINT HANDLING PROCEDURE

- 12.1 If *You* are unhappy with any part of our service please write to the Complaints Department at Ultimate Pet Partners at the above address. Alternatively *You* can call on 0845 604 2308 or email [complaints@ultimateservices.co.uk](mailto:complaints@ultimateservices.co.uk).
- 12.2 If *You* remain dissatisfied please request that *Your* complaint be passed to the Managing Director at *Ultimate*.
- 12.3 If *You* are not satisfied with *Ultimate's* final decision please refer your complaint to the Customer Services Manager at Ultimate Insurance Company Limited, Suite 913, Europort, Gibraltar.
- 12.4 If *You* do not receive satisfaction through *Our* internal procedures, then *You* may 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 0300 123 9123.
- 12.5 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

12.6 *Your* legal rights are unaffected.

## SECTION 13 – 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 [customer.services@uispet.co.uk](mailto:customer.services@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 which is charged at the prevailing rate, please refer to *Your Schedule*.

### Renewal

If *You* pay *Your* premium by instalments *Your* policy will automatically renew at the start of the next *Policy Year*. This will be confirmed by *Us* sending *You* *Your* renewal documents detailing the premium payable and the terms and conditions applicable for the renewed policy. If *You* do not wish *Your* policy to renew on the annual review date, *You* should return to *Us* the *Schedule* of insurance and cancel *Your* direct debit or continuous credit card mandate.

*Your* renewal documents will be sent to *You* by email at least 14 days before the renewal date of *Your* policy. *We* will email the last email address given to *Us* by *You*. *We* are unable to prevent these from going into *Your* spam or junk folders so please check these folders as well as *Your* current inbox. If *Your* email address changes between the policy start date and renewal date please inform *Us* so that *We* can keep *Your* record up to date.

### Telephone Call Charges

Calls to 0844 numbers are charged at 5p per minute. Calls to 0845 numbers are charged at local rates from a BT landline. Calls from other networks may vary, please check with your network operator.

Calls to 0870 numbers are charged at national rates from a BT landline. Calls from other networks and tariffs may vary, please check with your network operator.

### About the Insurer

Ultimate Insurance Company Limited ("Ultimate Insurance") 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. Ultimate Insurance is registered in Gibraltar under company number 103362 and their registered office is situated at Suite 913, Europort, Gibraltar. Home State; Gibraltar. As the underwriter Ultimate is responsible for this policy document.

### About the Administrator

Ultimate Pet Partners are authorised and regulated by the Financial Services Authority (FSA No 493636) and are an appointed representative of Ultimate Insurance Solutions Limited (FSA No 311368) who are authorised and regulated by the Financial Services Authority. 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.uispet.co.uk](http://www.uispet.co.uk); or email *Us* at [customer.services@uispet.co.uk](mailto:customer.services@uispet.co.uk). *Ultimate* provides administration, customer services and claims services on Ultimate Insurance's behalf.

### Changes to the Policy

*We* reserve the right to decline any insurance risk or to change the premium and the terms quoted.

### 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.