

# Lifetime & Maximum Benefit Insurance for Cats & Dogs



Your buddy's best friend



PINNACLE INSURANCE PLC



# **CONTACT INFORMATION**

Everypaw, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

To cancel your cover or make a change to your policy

**Customer Services Department** 

0344 543 1050 • policy@everypaw.com • Address as above

To make a complaint about the way your policy was sold

Customer Relations Department

0344 543 1050 • complaints@everypaw.com • Address as above

To withdraw your consent to receive marketing information

0344 543 1050 • www.everypaw.com • Address as above

To make a request in relation to how your personal information is held and processsed

0344 543 1050 • policy@everypaw.com • Address as above

Everypaw, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

#### To speak to us about your cover

**Customer Services Department** 

0344 543 1050 • policy@everypaw.com • Address as above

To make a claim for Veterinary Fees, Death from Accident or Illness, Theft & Straying, Finding Your Pet, Your Hospitalisation & Boarding Costs and Holiday Cancellation

Claims Department

0344 543 1050 • claims@everypaw.com • www.everypaw.com • Address as above

#### To make a complaint about the product or services

Customer Relations Department

0344 543 1050 • complaints@everypaw.com • Address as above

To contact Petcall to ask any healthcare questions about your pet

0330 123 1923

To make a request in relation to how your personal information is held and processsed

Data Control Officer

0344 543 1050 • policy@everypaw.com • Address as above

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

#### To make a claim for Third Party Liability

Ageas Insurance Limited - Commercial Claims Department 1 Port Way, Port Solent, Portsmouth PO6 4TY

0344 892 1018 • commercialclaimsportsolentteam@ageas.co.uk

To make a complaint about the product or services

0344 892 1018 • commercialclaimsportsolentteam@ageas.co.uk • Address as above

To make a request in relation to how your personal information is held and processsed

Data Control Officer

0344 892 1018 • commercialclaimsportsolentteam@ageas.co.uk • Address as above



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# IMPORTANT INFORMATION ABOUT YOUR EVERYPAW POLICY

# **Explaining your Everypaw service**

Everypaw is a trading style of Cardif Pinnacle Insurance Management Services plc ("CPIMS") who is the insurance intermediary and administrator of your Everypaw policy.

As an insurance intermediary CPIMS deals exclusively with Pinnacle Insurance plc and Ageas Insurance Limited for the purposes of providing your pet insurance policy.

CPIMS is registered in England (number 02729650) and its registered office is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

CPIMS deals with the arranging and administration of your policy. It also handles claims for Pinnacle Insurance plc relating to Veterinary Fees, Death from Accident or Illness, Theft & Straying, Finding Your Pet, Hospitalisation & Boarding Fees and Holiday Cancellation. Claims for Third Party Liability (dogs only) will be handled by Ageas Insurance Limited.

You will not receive advice or a recommendation from CPIMS on the sale of this pet insurance. Based on your answers to our questions we will provide premium quotations for each level of cover for you to decide which level is most appropriate for your needs.

No fee has been charged by CPIMS for arranging this insurance contract.

# Who regulates CPIMS?

Cardif Pinnacle Insurance Management Services plc, trading as Everypaw, is authorised and regulated by the Financial Conduct Authority (register number 315503). Its permitted business is arranging and administering insurance contracts. You can check this on the Financial Conduct Authority Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

# **Ownership of CPIMS**

CPIMS and Pinnacle Insurance plc are wholly owned subsidiaries of Cardif Pinnacle Insurance Holdings plc. Both companies are members of the BNP Paribas Group, and BNP Paribas SA is the ultimate parent company. Cardif Pinnacle Insurance Holdings plc beneficially holds 100% of both the shares and voting power of CPIMS and Pinnacle Insurance plc.

# What to do if you have a complaint about CPIMS?

Every effort is made to ensure that high standards of service are maintained. However, if you need to bring any matter to CPIMS' attention or wish to register a complaint about CPIMS, please contact us:

in writing: Pinnacle House

A1 Barnet Way Borehamwood

Hertfordshire WD6 2XX

by telephone: 0344 543 1050. Lines are open 8:30am to 6pm Monday to Friday

by email: complaints@everypaw.com

If you cannot settle your complaint with CPIMS, you may be entitled to refer it to the Financial Ombudsman Service:

Financial Ombudsman Service Exchange Tower, London E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk • Website: www.financial-ombudsman.org.uk

# Is CPIMS covered by the Financial Services Compensation Scheme (FSCS)?

CPIMS is covered by the FSCS and you may be entitled to compensation from the scheme if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Claims for arranging insurance is covered for 90% of the claim, without any upper limit.

Further information about the FSCS arrangements is available by contacting them on 020 7892 7300, by visiting their website at www.fscs.org.uk, or write to:

Financial Services Compensation Scheme

10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

# **Contacting CPIMS**

You can contact CPIMS Customer Services on 0344 543 1050. Lines are open 8:30am to 6pm Monday to Friday (except bank holidays).

To help CPIMS continually improve its service and in the interests of security, your communications may be monitored and/or recorded.

# Telephone call charges:

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates and charges may vary dependent on your network provider.

# Your insurers

Your Everypaw Pet Insurance is provided by Pinnacle Insurance plc and (for Third Party Liability - Dogs only) Ageas Insurance Limited.

Pinnacle Insurance plc is registered in England, number 1007798 at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No.110866.

Ageas Insurance Limited is registered in England, number 354568 at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202039.

CPIMS may from time to time use a different insurer(s) to provide you with this product. A change of insurer(s) may take place upon the renewal date of your policy. CPIMS will notify you prior to any change of insurer(s) and advise you of any change in the policy terms. You will have the right to terminate this policy both before and after such a change becomes effective.

# Important Notice - Information CPIMS need to know about

Please ensure that you read all the documents CPIMS sends you and make sure that the information CPIMS has recorded about your insurance application is complete and accurate. If any of the information provided by you is incorrect or changes after you have purchased your policy please contact CPIMS to correct the information as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions you are asked when you purchase, make any changes to and renew your policy. If the information provided by you is not complete and accurate throughout the duration of your policy:

- . the insurers may cancel your policy and refuse to pay any claim; or
- the insurers may not pay any claim in full: or
- the insurers may revise the premium and/or change any excess; or
- . the extent of the cover may be affected.

CPIMS and your insurers have a regulatory obligation to prevent fraud. In the event of a claim, any information you have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

# Type of policy

This is an annually renewable policy which you can either pay as a single annual payment or in monthly instalments. The contract of insurance between you and your insurers consists of the policy terms and conditions, your certificate of insurance and any endorsements.

# **Demands and Needs**

This product meets the demands and needs of a person who wishes to ensure that the veterinary costs of their pet are met now and in the future.

# Paying your premium

The premium for this policy is fixed for 12 months and reviewed annually on the anniversary of the policy start date. You must continue to pay the full premium even when you are making a claim under this policy to ensure that cover continues in respect of any further treatment provided or costs incurred. Claims can only be considered in respect of treatment provided or costs incurred during the period for which premium has been paid.

# Changes to your premium

# Mid-term changes

If there is a change to your circumstances (specifically notified to us by you), CPIMS may be required to alter your premium during the 12 month period.

#### Renewal

Each year, at least three weeks before the current policy year is due to end, CPIMS will send a renewal notice by your chosen method of contact setting out the new policy terms and conditions and premium for the next policy year. If you have already given your consent for CPIMS to collect the premium, your payment will continue to be taken from your designated bank account unless you instruct us otherwise. Your cover under this policy will continue as long as you pay the premium whenever your premiums are reviewed.

When reviewing your premiums, your insurers will consider any future impact to one or more of the following:

- changes due to new information arising from our own experience suggesting that our future claims experience is likely
  to be better or worse than previously assumed. This information includes changes to the number and types of claims
  your insurers expect to pay or changes to the average expected amount paid per claim;
- changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that your insurers' future claims experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary treatments (which may vary depending upon your location) and general information about the breed of your pet;
- 3. changes to your circumstances such as the age of your pet, your claims history or any change to your address;
- 4. relevant changes to the insurers' previous assumptions in relation to:
  - (a) expenses related to providing the insurance;
  - (b) policy lapse rates which means the average time policies are held;
  - (c) interest rates:
  - (d) tax rates;
  - (e) the cost of any legal or regulatory requirements.

Any changes to your premium will not:

- 1. be made as a result of any reason other than changes in the assumptions set out above; or
- 2. be made to recover any previous losses.

As a result of the premium review, your premium may go up, stay the same or go down, and there is no limit to the amount of any change.

If your premium changes and you do not wish to continue your cover you should contact CPIMS to cancel. You can cancel at any time as set out in 'Cancelling your insurance' below.

# Cancelling your insurance

# Within the "cooling off period"

If you decide you do not want the cover and wish to cancel your policy, you can do so within 14 days of the start date or the date you receive these policy documents (the "cooling off period"). You will receive a full refund of any premium you have paid provided no claim has been made under the terms of this policy. If you have made a claim, no refund of premium will be payable.

#### Outside the "cooling off period"

#### Monthly Payments

If you pay for your policy monthly and cancel your policy after the initial 14 day cooling off period, CPIMS will cancel your policy and not collect the future monthly payments due for the remainder of the current period of insurance. If you pay for your policy monthly and cancel your policy because your pet has died, been stolen or has strayed, and you claim for this, CPIMS will not deduct any further monthly payments for the remainder of the current period of insurance.

However, if you have been paid a claim during this policy year then CPIMS will deduct any outstanding monthly payments for the current period of insurance from your final settlement claim.

#### **Annual Payments**

If you have paid the full annual premium and cancel your policy after the initial 14 day cooling off period, CPIMS will refund a pro-rata proportion of the premium already paid for the remainder of the current period of insurance provided you have made no claims under this policy during this policy year.

If you have paid the full annual premium and cancel your policy because your pet has died, been stolen or has strayed CPIMS will refund a pro-rata proportion of the premium already paid for the remainder of the current period of insurance.

However, if you have been paid a claim during this policy year then CPIMS will not refund any of the premium already paid unless the claim value is less than the pro-rata premium for the remainder of the policy year. In this case, the difference between the pro-rata premium and the claim value will be refunded.

If your premium changes and/or your terms and conditions are varied and you do not wish to continue your cover you should contact CPIMS to cancel. You can cancel on the terms set out on page 4 "Outside the cooling off period". Any cancellation will take effect at the end of the period for which you have already paid your premium.

All cancellation requests should be made to:

Customer Services Department

Everypaw Pinnacle House A1 Barnet Way Borehamwood

Hertfordshire WD6 2XX Telephone: **0344 543 1050** 

#### Your Insurers' Right to Cancel

- 1. Your insurers may cancel your insurance cover immediately:
  - (a) where you deliberately tell us or your insurers something which is untrue or misleading in response to any question you answered when you applied to purchase this policy or you requested changes to your policy (or we can demonstrate from the relevant circumstances that you did not take reasonable care to ensure the statements you made to us were true);
  - (b) where you unintentionally tell us something which is untrue or misleading in response to any question you answered when you applied to purchase this policy or requested changes to your policy which, if correctly answered, would have caused your insurers to decline to cover you;
  - (c) where there is evidence of dishonesty or deceitful behaviour by you (or by someone acting on your behalf) in relation to the cover provided under this policy including any claim (see "When does your policy end?" below); or
  - (d) where necessary to comply with any applicable laws or regulations.

If your policy is cancelled as a result of (a), (c) or (d) above, you will not receive a refund of any premiums you have paid under the terms of this policy. If your policy is cancelled as a result of (b) above, you will receive a refund of any premiums you have paid provided no claim has been made.

- 2. Any decision to cancel cover will not be made at an individual level and will not be based on whether you have made a claim, except where 1. (a), (b) or (c) above applies.
- 3. Cancellation of your policy will not affect your entitlement to claim for any event occurring before the date of cancellation, except where 1. (a), (b) or (c) above applies.
- 4. If you have a Maximum Benefit policy, your insurers may choose not to renew your insurance cover and we will write to you at least 90 days before the anniversary of the start date where no alternative cover is offered:
  - in the unlikely event that for any of the reasons listed in the "Changes to your premium" section your insurers
    expect to experience unsustainable losses for the particular country or market sector that applies to your policy:
  - (b) if the insurers decide for reasons of strategy or cost that it is no longer viable for them to continue to provide cover within the particular country or market sector that applies to your policy.

# When does your policy end?

Your cover under this policy will end on the earliest of the following:

- 1. the date your pet dies;
- 2. the date you fail to pay your premium when due;
- 3. the date your policy is cancelled subject to the terms and conditions of your policy.

If your insurers make any claim payments as a result of dishonesty or deceitful behaviour by you (or by someone acting on your behalf), they:

- may stop making further payments and may seek to recover from you any sums paid by them in respect of any dishonest claim;
- may terminate the policy with effect from the time of the dishonest or deceitful behaviour which may affect other claims; and
- 3. if they terminate the policy, they may refuse to pay any claims occurring after the time of the dishonest or deceitful claim. If they terminate the contract under this section, they will not return any premium paid by you.

These provisions will not affect any valid claim occurring before the dishonest claim.

# Reinstatement of your policy

If you cancel your cover under this policy or the cover ceases due to unpaid premium, you can ask for the policy to be reinstated. If your request is accepted, any claim or condition arising during the period when cover had ceased, will not be accepted.

# Making a claim

- To make a claim for Vet Fees, Death from Accident or Illness, Theft & Straying, Finding Your Pet, Hospitalisation & Boarding Fees and Holiday Cancellation: contact Pinnacle Insurance plc - see Contact Information on page 1 of this document.
- To make a claim for third party property damage, bodily injury or fatality (Third Party Liability dogs only), contact
  Ageas Insurance Limited see Contact Information on page 1 of this document.

# Renewal of your policy

The terms and conditions of this policy are fixed for 12 months and reviewed annually on the anniversary of the policy start date. Each year, at least three weeks before the current policy year is due to end, CPIMS will send a renewal notice by your chosen method of contact setting out the new policy terms and conditions and premium for the next policy year. If you have already given your consent for CPIMS to collect the premium, your payment will continue to be taken from your designated bank account unless you instruct us otherwise. Your cover under this policy will continue as long as you pay the premium.

# Variation of the terms of your policy

Changes may be made to your policy to reflect changes in the assumptions set out in 'Changes to your premium 4.' on page 4 which are used to design and price your cover. Such changes may have the effect of increasing or reducing the cover previously provided under this policy.

Changes to your policy terms and conditions may be made on each anniversary of the start date of your policy. When changing your terms and conditions the insurers will consider any future impact of changes in one or more assumptions due to the reasons set out in 'Changes to your premium 4.' on page 4.

In addition, the insurers may also vary or waive your terms and conditions to:

- 1. improve your cover:
- 2. comply with any applicable laws or regulations;
- 3. reflect any changes to taxation;
- 4. correct any typographical or formatting errors; or
- 5. provide additional clarity to the existing terms and conditions.

Any changes to your terms and conditions will not:

- be made as a result of any reason other than changes in the assumptions mentioned in 'Changes to your premium
   4.' on page 4 or for the reasons 1-5 set out above; or
- 2. be made to recover any previous losses.

If your policy is varied and you do not wish to continue your cover you should contact CPIMS to cancel. You can cancel at any time as set out in 'Cancelling your insurance' on page 4-5.

# **General conditions**

**Territorial Limits** - this insurance only applies in the United Kingdom, the Channel Islands and the Isle of Man except for vet fee claims arising whilst overseas where the territorial limits are extended to include any country included in the Pets Travel Scheme (England) Order 1999 (as amended, supplemented or re-enacted).

**Choice of Law** - this policy is governed by English Law. Any legal proceedings will be held in the courts of England and Wales unless you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case you will be entitled to commence legal proceedings in your local courts.

Surrender Value - when your cover under this policy ends it will not have a cash value.

**Transfer Rights** - the rights given under this policy can be transferred directly to another individual taking on the full responsibility of the pet provided you obtain our consent. In order to transfer the rights of your policy, please contact our Customer Services Department using the details on the Contact Information section on page 1. Transfer of rights may result in a change to the premium amount.

Failure to comply with any condition of your policy may result in the suspension or the stopping of the benefits.

All communications will be conducted with you in English.

# **DATA PROTECTION NOTICE**

#### **Using Your Personal Information**

In order to enter into the insurance contract, and as data controllers, CPIMS and Pinnacle Insurance plc ("we" "us" "our") are required to obtain personal data from you, which is governed by the General Regulation (EU) on Data Protection No 2016-679 ("GDPR"). Our full Data Protection Notice, which includes further information about our processing of your personal data, including categories of personal data, retention periods and data subject rights, is available at our website at the following address: https://www.cardifipinnacle.com/privacy-cookies

The types of personal data requested by **us** are mandatory, except where these have been described as optional at the time of collection. The personal data collected by **us** is necessary:

# 1. To comply with legal and regulatory obligations

These include:

- prevention of insurance fraud, money-laundering and financing of terrorism;
- compliance with legal and financial legislation and regulations;
- prevention of tax fraud, fulfilment of tax control and tax notification obligations;
- risk monitoring and reporting;
- responding to an official request from a duly authorised public, regulatory or judicial authority.

#### 2. To perform the contract with you or to take steps at your request before entering into the contract

These include (but are not limited to):

- evaluating the details of the insurance risk in order to determine your premium or renewal premium (e.g. your
  expected claims frequency and claim cost);
- handling your claims or complaints;
- providing you with information about your insurance contract;
- responding to your enquiries including requests to update your personal data when your circumstances change;
- evaluating if we can offer you insurance products or services and if so on which terms.

The above processes may include the making of automated decisions, where necessary, for the entering into or the performance of the contract.

As the performance of **your** insurance contract may require **us** to process details about **your** health, by entering into this contract **you** formally accept that personal data about **your** health may be processed by **us** solely for the purposes of managing the insurance contract.

#### 3. To fulfil our legitimate interests

We use your personal data in order to offer and develop our insurance products and services, to improve our insurance risk management and to defend our legal rights. These include (but are not limited to) the following reasons:

- to prove purchase and premium payments (including the follow-up of rejected payments);
- to prevent fraud;
- to defend or pursue legal claims;
- for IT management, including infrastructure management, business continuity and IT operations and security;
- to establish individual statistical models allowing us to generate competitive premiums or offer you relevant products and services;
- to establish aggregated statistics, for research and development, in order to monitor risk and the performance of our businesses, improve existing products and services or create new ones;
- where we record calls for the purposes of staff training and monitoring, administering your policy, handling
  complaints, detecting or preventing fraud and other crimes, and to improve the quality of our services;
- to provide customer advisory services relevant to your quote and insurance product (e.g. pet healthcare advice, quote reminders and anniversaries);
- to personalise our and other BNP Paribas Group companies' product offerings to you by:
  - improving the quality of our insurance products or services (e.g. customer satisfaction surveys);
  - advertising our products or services that might be of interest to you according to your situation and profile which we can assess by:
    - segmenting our potential customers and policyholders;
    - analysing your habits and preferences in the use of communication channels (e.g. our website and social media apps, emails or messages);

- sharing your data with another BNP Paribas Group company and, in particular, if you are or will become a customer of that other Group company; and
- combining data about your existing insurance products or services or those for which you have
  obtained a quote with other data that we already hold about you (e.g. where we identify that you
  have a pet but do not have pet insurance or you have a car but do not have warranty insurance);
- organising prize competitions and promotional campaigns.

Your personal data may be aggregated into anonymised statistics that may be offered to BNP Paribas Group entities to assist them in developing their business. In this case your personal data will never be disclosed and those receiving these anonymised statistics will be unable to ascertain identity.

For the purposes above, we only share your personal data with the following individuals or entities, where required:

- BNP Paribas Group companies and their staff for the purposes of providing our services to you;
- independent agents, intermediaries, introducers or brokers (e.g. price comparison websites), for the purposes
  of distribution:
- · co-insurers, re-insurers and our corporate insurers;
- other parties who have a legitimate interest in your insurance contract (e.g. your next of kin, a beneficiary or a third party claimant, and their representatives);
- social security agencies when involved in insurance claims or where we provide benefits complementary to social security benefits;
- BNP Paribas Group companies to offer the full range of products and services;
- service providers who perform services on our behalf;
- banking, commercial partners and brokers;
- financial or judicial authorities, arbitrators and mediators, state agencies or public bodies, upon request and to the extent permitted by law (e.g. Financial Ombudsman Service, Financial Services Compensation Scheme, HM Revenue & Customs):
- certain regulated professionals such as healthcare professionals, lawyers, notaries, trustees and auditors;
- debt collecting and credit reference agencies; fraud prevention agencies.

Where **we** transfer **your** data to a country outside the European Economic Area (EEA), where the European Commission has recognised that non-EEA country as one that provides an adequate level of data protection, **your** personal data will be transferred on this basis without **your** specific authorisation.

For transfers to non-EEA countries whose level of protection has not been recognised as adequate by the European Commission, **we** will either rely on an exemption from a rule or law that is applicable to the specific situation (e.g. if the transfer is necessary to perform **our** contract with **you**) or use one of the following safeguards to ensure the protection of **your** personal data:

- · Standard contractual clauses approved by the European Commission; or
- Binding corporate rules (for inter-group transfers), where applicable.

To exercise your rights or if you have any questions regarding our use of your personal data please contact us at:

#### **Data Protection Correspondent**

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Email: data.protection@cardifpinnacle.com

Or you may contact the BNP Paribas Group's Data Protection Officer at:

Jérôme Caillaud - Data Protection Officer, BNP Paribas CARDIF, 8, rue du Port, 92728 Nanterre, France

Email: group\_assurance\_data\_protection\_office@bnpparibas.com



# Policy Document - PART B

# LIFETIME & MAXIMUM BENEFIT INSURANCE FOR CATS & DOGS

UNDERWRITTEN BY : PINNACLE INSURANCE PLC

Head and Registered Office : Pinnacle House, A1 Barnet Way

Borehamwood, Hertfordshire WD6 2XX, United Kingdom

Policy Number : 02584

Date of Policy : 1st August 2017

#### INTRODUCTION

Please read this policy carefully, and keep it in a safe place as it explains the benefits that are available to **you** and the conditions which must be met to qualify for those benefits. The policy, **certificate of insurance** and any endorsements should be read as one document. The **maximum benefits**, **vet fees excesses** and special conditions/exclusions are shown in **your certificate of insurance**. Please make sure that **you**:

- know what this insurance does and does not cover; and
- · understand the terms and conditions of making a claim.

This policy uses words and phrases that have specific meanings. **You** will find these explained in Section 2 - Definitions. Defined words are shown in "**bold**" wherever they appear.

# **SECTION 1 - CONTACT DETAILS**

As there may be times when you need to get in touch with us, we have put our contact details in this Section so they are easy to find. If you need to speak to us, please call us on 0344 543 1050. Lines are open Monday to Friday, 8.30am to 6pm.

For non-emergency pet health queries: Please call the helpline (Petcall) any time of the day or night on 0330 123 1923.

Please make sure that you have your policy number available when you

telephone.

In case of emergencies: If your pet has collapsed, is unconscious or been involved in a serious accident

you should consult your vet immediately. Should this then result in you needing to make a claim, please contact our Claims Department on 0344 543 1050 as

soon as possible.

To improve the quality of our service, we may monitor and record telephone calls.

If you need to write to us, you should address your letter to the relevant department and send it to the address below:

For general enquiries or cancellations: Customer Services Department

For claims: Claims Department

To make a complaint: Customer Relations Department

Address: Everypaw Pinnacle House

A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX

Hertfordshire WD6 2XX policy@everypaw.com

Email Customer Services Department: policy@everypaw.com
Email Claims Department: claims@everypaw.com

Email Customer Relations Department: complaints@everypaw.com

You can also download a vet fees claim form from our website: everypaw.com

# **SECTION 2 - DEFINITIONS**

Accidental Injury means a sudden and unforeseen injury which is the result of an identifiable and known cause or event during the policy year. This includes any symptoms, whether or not diagnosed.

**Administrator** means Cardif Pinnacle Insurance Management Services plc, trading as Everypaw, which is authorised and regulated by the Financial Conduct Authority (register number 315503).

Alternative Medicine means herbal or homeopathic medicine.

Bilateral means the right and left sides of paired organs or body parts.

Certificate of Insurance means the personalised document issued by the administrator which sets out the details of your cover, and which should be read in conjunction with the terms and conditions of the policy.

Complementary Treatment means physiotherapy, hydrotherapy, osteopathy, massage and healing, laser treatment, electrical muscle stimulation, acupuncture or chiropractic treatment.

Condition(s) means any illness or accidental injury whether or not it results in a diagnosis. There will be conditions that will fall in the following categories:

- Bilateral Condition(s) means any condition affecting bilateral body parts of your pet such as (but not limited to)
  ears, eyes, cruciate ligaments, hips and patellae;
- Recurring Condition(s) means any previous illness or any symptoms relating to that illness or a previous
  accidental injury or any symptoms relating to that accidental injury that may come back or that your pet is prone
  to, no matter how many times this comes back or how many areas of the body are affected;
- 3. Related Condition(s) means if a number of illnesses, accidental injuries or symptoms are:
  - (a) diagnosed as one illness or accidental injury; or
  - (b) caused by, relate to, or result from another illness, accidental injury or symptom.

When applying a maximum benefit or exclusion, we will consider bilateral conditions, recurring conditions or related conditions as one condition.

Excess(es) means the amount you are required to pay as part of each vet fees claim. The excess applicable for your current policy year is shown in your certificate of insurance. You should note that when your cat reaches 10 years or your dog reaches 8 years (for some breeds of dog this is 5 years - see www.everypaw.com for details) your excess will change from a defined amount (e.g. £90) to a sum that will be the greater of a stated sum or a percentage contribution (e.g. £5%) towards each vet fees claim made. This will be stated in your certificate of insurance and you will be informed of this change at least one year before it is applied. The sum and percentage stated in your certificate of insurance are subject to change.

#### Family means:

- vour spouse:
- your civil partner;
- your partner of the same or opposite sex with whom you currently live;
- your children;
- your parents; or
- other relatives who normally live with you.

Helpline means the helpline operated by Petcall, a trading name of Vetsdirect Limited. Company Number: SC230445.

**Illness** means physical disease, sickness, abnormality, infection or failure which is not caused by an **accidental injury**. This includes any **symptoms**, whether or not diagnosed.

Market Value means the cost for an animal of the same age, breed, pedigree, sex and breeding ability as your pet.

Maximum Benefit means the most we will pay in respect of any element of cover as set out in your certificate of insurance.

Microchipping Legal Requirements means The Microchipping of Dogs (England) Regulations 2015 (as amended or replaced) and the, or any, equivalent legislation applying in Wales, Scotland and Northern Ireland providing for the compulsory microchipping of dogs.

Pet means the cat or dog named and described on the certificate of insurance.

**PETS** means Pet Travel Scheme, the United Kingdom Government scheme, administered by the Department for Environment, Food and Rural Affairs (DEFRA) allowing **you** to take **your pet** abroad to certain specific countries and reenter the United Kingdom without the need for **your pet** to go into quarantine provided certain criteria have been adhered to. The scheme is also known as the **PETS**.

Policy Year means the 12 month period shown on your certificate of insurance during which your premium and benefit levels are guaranteed. However, if there is a change to your circumstances (specifically notified by you), it may be necessary to alter your premium during that 12 month period.

**Premium(s)** means the premium payable by **vou** in respect of this insurance.

Start Date means the date on which your pet first becomes covered under this policy as shown on your certificate of insurance.

Symptom(s) means a change in your pet's normal healthy state, its bodily functions or behaviour.

**Treatment(s)** means any examination, consultation, advice, tests, X-rays, medication, surgery, nursing and care provided by a **vet**, veterinary practice or member of an approved professional organisation following **your vet's** instruction, which **we** deem necessary in line with the Royal College of Veterinary Surgeons code of professional conduct up to the limits set out in **your certificate of insurance**. **We** may telephone **your vet** to confirm that **treatment** was appropriate for the particular **condition**.

#### Vet means

- in the United Kingdom, the Channel Islands or the Isle of Man, a member of the Royal College of Veterinary Surgeons, actively working as a veterinary surgeon or holding a veterinary degree approved by the Royal College of Veterinary Surgeons; or
- outside the United Kingdom, the Channel Islands or the Isle of Man, a veterinary surgeon who is registered and actively working in a country covered by the PETS.

A vet treating your pet cannot be you, a relative or close friend.

Vet Fees means fees charged to provide treatment for a condition.

We, Us, Our means Pinnacle Insurance plc (Company Registered number 1007798) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 110866) and its registered office address is at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

You, Your, Yourself means the person named in the certificate of insurance who is responsible for your pet. Joint policyholders are not permitted. If your pet is owned by more than one person you must select one to be the policyholder.

# **SECTION 3 - ELIGIBILITY AND COVER LIMITS**

You can insure your pet from 8 weeks of age. The upper limit to start a new policy for most breeds of dogs is their 8th birthday. For some breeds of dogs it is their 5th birthday and a list of these breeds is available on our website: everypaw.com

For cats, the upper age limit is their 10th birthday. Once your pet is insured cover can continue beyond these upper age limits.

#### **SECTION 4 - YOUR INSURANCE COVER**

#### A. VETERINARY FEES

#### What we will pay:

We will reimburse you the cost of any treatment your pet has received for a condition(s), up to the limits set out in your certificate of insurance. We may telephone your vet to confirm the treatment was appropriate for the particular condition. If we believe these fees and/or treatment are excessive, we will negotiate with your vet on your behalf and we may ask you to seek an alternative vet for future treatment. Otherwise we may not be able to pay future claims.

If we have allowed you to upgrade your cover, any claim will be capped at the benefit limit in force before the upgrade if the illness, accident or incident occurred:

- 1. before the date of your upgrade: or
- 2. within the 14 day period after the date of your upgrade.

#### What you pay:

You are required to pay the excess as shown on your certificate of insurance.

#### What you are covered for:

- 1. vet fees up to the maximum benefit stated on your certificate of insurance;
- 2. any alternative medicine your vet recommends;
- any complementary treatment your vet recommends up to £750. This is subject to the annual and/or condition limits shown in your certificate of insurance;
- 4. the cost of having your pet put to sleep (euthanasia) if recommended by or agreed with your vet;
- Lifetime cover 25% of the cost of a clinical diet for your pet for a maximum period of 6 months per condition, provided it is recommended by your vet for a treatable condition other than for obesity/weight loss;
   Maximum Benefit Cover - The cost of any food prescribed by a vet, provided it is:
  - (a) used to dissolve existing bladder stones or crystals in the urine, which is limited to a maximum of 25% of the cost of food for up to 6 months; and/or
  - (b) liquid food, used for up to 5 days while your pet is hospitalised at a veterinary practice, providing the vet confirms the use of the liquid food is essential:
- 6. the cost of treatment for a dental condition and any related conditions, provided:
  - there is a history of annual check-ups (or if not annual as recommended by your vet) and evidence that any advice given has been followed within 6 months;
  - (b) the treatment is to relieve suffering due to illness; and
  - (c) the dental treatment was not recommended and undertaken within the first 2 years of cover. This does not
    apply to the treatment of deciduous teeth;
- 7. the cost of dental treatment as a result of an accidental injury;
- 8. ongoing **treatment** of a **condition** providing the policy remains in force; or
- 9. The cost of any treatment your pet has received in any country included in the PETS (England) Order 1999 (as amended, supplemented or re-enacted) during the policy year, subject to the maximum benefit. You are covered for a maximum of 90 days in any policy year whilst in any of the countries included in the PETS, subject to you complying with all the requirements of the PETS.

#### We will not pay for:

- Any condition or symptom, or anything related to it, that you were aware of or has been noted and/or investigated by a vet, before this policy started;
- 2. any excluded condition stated on your certificate of insurance;
- 3. the cost of any treatment for any illness which occurs or shows symptoms within 14 days of the start date;
- 4. any treatment for accidental injury or poisoning which occurs or shows symptoms within 3 days of the start date;
- the excess
- 6. any amount more than the maximum benefit as set out in your certificate of insurance;
- house calls, any extra cost for out of hours treatment, or ambulance fees, regardless of your personal
  circumstances, unless your vet confirms that moving your pet or waiting until normal surgery hours would either
  endanger its life or significantly worsen the condition;
- any cost relating to routine or investigative tests including but not limited to pre-operative blood tests, unless these
  are to diagnose a condition due to specific existing symptoms and the condition is covered under this policy;
- any routine and preventative treatments, vaccinations, cosmetic dentistry, cosmetic surgery, cleaning and descaling of teeth, spaying, castration, routine removal of dew claws, parasite control treatments, grooming and nail clipping or any complications arising from these treatments;

- 10. the cost of treatment for a dental condition and any related conditions, unless:
  - (a) there is a history of annual check-ups (or if not annual, as recommended by your vet) and evidence that any advice given has been followed within 6 months;
  - (b) the **treatment** is to relieve suffering due to **illness**; and
  - (c) the dental treatment was recommended and undertaken after the first 2 years of cover;
- 11. the cost of any dental crowns, root canals or fillings;
- 12. any treatment related to deciduous teeth if your pet is over 16 weeks of age at the start date;
- 13. any treatment related to retained testes if your pet is over 16 weeks of age at the start date;
- 14. the cost of any food except as set out in "What you are covered for" 5;
- 15. the cost of any post mortem, cremation, burial or disposal of your pet;
- 16. any treatment for an illness that is preventable by vaccination and you failed to vaccinate as recommended by your vet;
- 17. the cost of any **treatment** for fleas except where this is used to treat a skin condition, in which case **we** will pay the cost of 1 flea **treatment**;
- 18. any more than one protective collar (or cone), protective boot (one per foot), protective shirt or harness per treatment;
- 19. any treatment related to pregnancy, giving birth or breeding and any complications thereof;
- 20. any post operative or convalescent treatment which your vet confirms you could have provided in your home yourself;
- any organ or stem cell transplants, prostheses and any associated treatment, including the provision of a support and/or mobility aids;
- 22. the cost of surgical items that can be used more than once;
- 23. travelling expenses;
- 24. claims resulting from your dog being involved in a fight where your dog has a history of treatment following fighting;
- 25. any treatment following a fight between two or more of your pets or where one of the pets involved is residing at your address but belongs to a member of your family or anyone else living with you on a permanent or temporary basis;
- 26. any fees charged by your vet for completing claim forms;
- 27. any fees charged by your vet for referral to another vet;
- 28. any claims for **treatment** not supported by a receipt endorsed with the address and telephone number of the veterinary surgery providing **treatment**;
- 29. the cost of treatment for any illness which occurs or where symptoms show within the first 6 months of the start date, where the direct cause of the illness was as a result of overseas travel or your pet being imported;
- 30. any costs associated with complying with the requirements of the PETS; or
- 31. claims arising outside the designated PETS countries, the United Kingdom, the Channel Islands and the Isle of Man.

#### B. DEATH FROM ACCIDENT OR ILLNESS

#### What we will pay

We will reimburse you the price you paid for your pet up to the maximum benefit, if it dies during the policy year. We will pay this benefit in addition to any treatment costs already paid to treat your pet.

If you did not pay for your pet or have no formal proof of payment, we will pay you whichever is the lower value of the amount you disclosed at the time of your application for cover or the market value (up to the maximum benefit).

#### We will not pay:

- if your pet dies as a result of an accidental injury or poisoning which occurs or shows symptoms within 3 days
  of the start date:
- 2. if your pet dies as a result of an illness which occurs or shows symptoms within 14 days of the start date;
- 3. if your pet dies due to any condition which it had before the start date;
- 4. more than the maximum benefit;
- if death results from an illness in any cat aged 10 or over or any dog aged 8 years or over. For some breeds of dogs, we will not pay if it is 5 years or over. The list of these breeds is available on our website www.everypaw.com;
- for the cost of your pet (where a decision is made to put the pet to sleep unless the vet confirms it was not humane to keep your pet alive); or
- 7. any cost for death resulting from pregnancy, giving birth or breeding.

#### C. THEFT AND STRAYING

# What we will pay

We will reimburse you the price you paid for your pet up to the maximum benefit, if during the policy year your pet is stolen or strays and is not recovered within 30 days.

If you did not pay for your pet or have no formal proof of payment, we will pay you whichever is the lower value of the amount you disclosed at the time of your application for cover or the market value (up to the maximum benefit).

#### What you need to do

As soon as **you** find out **your pet** is missing, **you** must report this to the **vet** which is closest to where **your pet** went missing, local rescue centre or local authority warden. If **your** pet is a dog, **you** must also tell the police and ask for an incident or crime number when reporting **your** loss.

If your pet is found after we have paid you, you must repay us all the money you received. We may take legal action to recover the money if you fail to repay us.

#### We will not pay this benefit:

- 1. if your pet is stolen or strays within 14 days of the start date; or
- if your dog is not microchipped in accordance with the applicable microchipping legal requirements in force
  at the time of any claim (save where this is certified as not being required including for reasons of animal health).

#### D. FINDING YOUR PET

#### What we will pay

We will reimburse you for any local advertising expenses, rewards and other costs you have had to pay to help recover your pet after it is stolen or strays during the policy year, up to the maximum benefit.

#### We will not pay:

- if your pet is stolen or strays within 14 days of the start date;
- any reward not supported by a signed receipt giving the name, address and telephone number of the person who
  found and returned your pet to you;
- 3. any reward to a family member;
- 4. any reward to the person who was caring for **your pet** when it was lost or stolen; or
- 5. if your dog is not microchipped in accordance with the applicable microchipping legal requirements in force at the time of any claim (save where this is certified as not being required including for reasons of animal health).

#### E. YOUR HOSPITALISATION AND BOARDING FEES

#### What we will pay

We will reimburse your kennel or cattery fees that you have had to pay up to the maximum benefit, if during the policy year:

- 1. **you** are ill or injured and have to spend more than 48 hours in hospital; and
- your pet stays in a licensed kennel or cattery while you are hospitalised.

Alternatively, if you ask someone who is not living with you to look after your pet while you are in hospital, we will pay a daily rate of £4, subject to the maximum benefit.

#### We will not pay any costs resulting from your hospitalisation:

- 1. for alcoholism, drug abuse or self-inflicted injuries; or
- 2. for an illness or accidental injury first occurring or showing symptoms before the start date; or
- 3. for an illness first occurring or showing symptoms within 14 days of the start date.

#### F. HOLIDAY CANCELLATION

# What we will pay

We will reimburse you the cost of any lost travel and accommodation expenses up to the maximum benefit, if during the policy year you or any member of your family cancel your holiday less than 7 days before you were due to leave or you come home early, because your pet goes missing while you are away or your vet advises your pet needs life-saving treatment.

# We will not pay:

- 1. costs for anyone else who was on holiday with you other than members of your family;
- if you cancel your holiday or come home early because your pet needs treatment which your vet confirms is not life-saving;
- 3. if you cancel your holiday or come home early because your pet needs treatment arising from:
  - (a) a condition which occurs or shows symptoms before the start date; or
  - (b) a **condition** which occurs or shows **symptoms** within 14 days of the **start date**;
- 4. if you booked your holiday less than 28 days before you were due to leave; or
- 5. if **you** can claim these expenses back from any other source e.g. travel insurance.

# **SECTION 5 - GENERAL EXCLUSIONS AND RIGHTS & RESPONSIBILITIES**

#### A. GENERAL EXCLUSIONS

#### We will not pay for:

- Any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this
  policy.
- Any claim arising from a malicious or intentional act, wilful injury, or gross negligence by you or any member of your family or anyone else living with you on a permanent or temporary basis.
- 3. Your pet worrying or chasing livestock.
- 4. Any pet less than 8 weeks old.
- Any claim arising where your dog has been used as a guard dog, gun dog, farm dog, emergency rescue dog or as a dog used for racing or for security purposes.
- Any dog that is required to be registered under the Dangerous Dogs Act 1991 and/or the Dogs (Muzzling) regulations (Northern Ireland) 1991 or any amendments.
- 7. Any loss if **you** breach the United Kingdom animal health or importation legislation.

- 8. Any claims arising as a result of war, civil war, hostilities (whether war be declared or not), violence for any political, religious or ideological reason, terrorist activity, revolution, civil unrest or any similar event.
- 9. Any claims arising from radiation, nuclear explosion or radioactive contamination.
- 10. Any claims arising from air, water or soil pollution.
- 11. Any claim arising from pressure waves from supersonic aircraft.
- 12. The costs and compensation for euthanasia of **your pet** under a court order or the Contagious Diseases (Animals) Act 1869 or following its destruction for the protection of livestock.
- 13. Any claim which your vet confirms has arisen as a result of you not taking reasonable care of your pet.

#### B. YOUR RIGHTS AND RESPONSIBILITIES

- You must take your pet for regular annual check-ups (or as otherwise recommended by your vet) and
  vaccinations with licensed products as recommended by your vet.
- You must respond honestly to any request for information we make when you take out cover under this policy, or apply to vary your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, any claims previously paid by us, and whether you can make any subsequent claim.
- 3. If you have legal rights against another person in relation to your claim, we may take legal action against them in your name and at our expense. You must give us all the help that you can and provide any documents that we ask for.
- 4. You must pay your premium in full and on time to remain covered.
- You must check your certificate of insurance on receipt and return it to the administrator for correction if you
  find any mistakes.
- 6. You must keep to the conditions of the policy.
- 7. You must never make any claim you know is false or dishonest.
- 3. If **you** wish to cancel **your** policy, please refer to page 4 of this booklet.

If you fail to carry out these responsibilities, we may reduce or refuse to pay any claim you may make.

#### C. OUR RIGHTS AND RESPONSIBILITIES

- We will assess all claims fairly, reasonably and promptly against the information you provide and the terms of the policy.
- 2. When **you** claim, if **you** have other insurance cover under which **you** can claim, **you** must notify **us** of the other insurer and give **us** authority to contact them to discuss how **we** apportion liability for the claim.
- We may need to see your pet's records from any vet who has treated it and any other information about your pet before your claim is paid. If the vet charges for this information, you will have to pay.
- We may need to arrange for a representative to visit you and your pet if we feel we need further information to properly validate your claim.

# **SECTION 6 - MAKING A CLAIM**

Before making any claim please check **your** policy and **certificate of insurance** to see if **you** are covered. Please remember that any costs relating to the completion of claim forms must be paid by **you**.

Please note that **we** cannot guarantee the validity of a claim over the phone. **You** will need to provide a completed claim form and **we** will notify **you** in writing of **our** decision.

#### A. VETERINARY FEES:

Step 1 Check with your vet

Before your pet is treated, check your vet is prepared to complete a claim form, provide invoices and a full medical history.

Step 2 Request and complete a claim form

You can download a claim form online at: <a href="www.everypaw.com">www.everypaw.com</a> or alternatively request one from our Claims Department on 0344 543 1050. Complete your sections of the claim form and ask your vet to fill in their part. Remember you and your vet must both sign the form.

If the treatment occurred abroad, you will also need to provide us with the following information:

- a receipt endorsed with the address and telephone number of the veterinary surgery who provided the treatment;
- (b) a copy of your pet's passport; and
- (c) a copy of veterinary notes from the treating vet.
- Step 3 Return the claim form

Return the claim form to us together with the invoices showing the costs/fees you have paid.

Step 4 When to claim

You should send us your claim form within 6 months of the first date of treatment or within 6 weeks of the end of the policy year if the treatment is not complete by that time. Failure to do so will result in non payment of your claim unless there are exceptional circumstances.

#### B. ALL OTHER CLAIMS:

- Step 1 Request a claim form from our Claims Department on 0344 543 1050.
- Step 2 Complete the relevant sections of the claim form, sign and return together with:

#### **Death From Accident or Illness:**

- (a) if applicable, the original purchase receipt you received when you bought your pet; and
- (b) if applicable, your pet's pedigree certificate.

In the absence of a purchase receipt, **we** reserve the right to restrict **your** claim to the **market value** or the amount **you** disclosed at the time of **your** application for cover, whichever is the lower value (up to the **maximum benefit**).

#### Theft and Straying/Finding Your Pet:

- (a) the police incident or crime number (for missing dogs);
- (b) if applicable, the original purchase receipt **you** received when **you** bought **your pet**:
- (c) if applicable, the pedigree certificate:
- (d) receipts for any advertising costs and rewards; and
- (e) documentation confirming your dog's microchip number.

In the absence of a purchase receipt, **we** reserve the right to restrict **your** claim to the **market value** or the amount **you** disclosed at the time of **your** application for cover, whichever is the lower value (up to the **maximum benefit**).

#### Your Hospitalisation and Boarding Fees:

- (a) your boarding kennel or cattery receipts; and
- (b) evidence from your doctor or hospital confirming your hospital stay.

#### Holiday Cancellation:

- the booking invoice and cancellation invoice from your travel agent, tour operator or holiday organiser; and
- (b) evidence of the booking confirmation, booking date, dates of the holiday, cost of the holiday, cancellation or return home date, a copy of your travel insurance policy, evidence from your vet that your pet required life-saving treatment, evidence that your holiday was cancelled or you had to return home early and any expenses you cannot recover.

# **SECTION 7 - IF YOU HAVE A CONCERN**

#### A. PETCALL HELPLINE

You have access to our Petcall helpline where qualified veterinary nurses can assist with queries regarding your pet's health and wellbeing.

If your pet shows any signs of injury, illness or distress, we suggest you telephone Petcall on 0330 123 1923, making sure you have your policy number to hand.

If your pet has collapsed, is unconscious or been involved in a serious accident you should consult your vet immediately.

#### B. CUSTOMER SERVICE

If you have any queries during your policy year or you need to change your address, your payment details or your pet dies from natural causes, please contact our Customer Services Department on 0344 543 1050.

#### C. COMPLAINTS PROCEDURE

We hope you never need to, but if you want to complain about our products or services you can do so.

call us: 0344 543 1050

write to us: Customer Relations Department

Everypaw, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

We will deal with any concerns you may have as quickly as we can and wherever possible within 8 weeks of receiving your complaint as required by the Financial Conduct Authority. If you are not satisfied with the answer we give you or if you have not had our final response within 8 weeks of us receiving your complaint, you can refer your complaint to the:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567 • E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

A leaflet detailing **our** full complaints process is available from **us** on request. Following the above complaints procedure does not affect **your** rights to take legal proceedings.

# D. COMPENSATION ARRANGEMENTS

Pinnacle Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk

#### E. IMPORTANT INFORMATION

Your Everypaw Lifetime & Maximum Benefits Insurance is underwritten by Pinnacle Insurance plc under policy number 02584 (1st August 2017).



# Policy Document - PART C

# THIRD PARTY LIABILITY FOR DOGS

UNDERWRITTEN BY : AGEAS INSURANCE LIMITED

Head and Registered Office : Ageas House, Hampshire Corporate Park, Templars Way

Eastleigh, Hampshire SO53 3YA, United Kingdom

Company Registered Number : 354658

Date of Policy : 1st August 2017

# INTRODUCTION

This policy provides **you** with everything **you** need to know about **your pet** cover and contains all the contractual terms and conditions of **your** cover including the exclusions.

Please read this policy carefully, and keep it in a safe place as it explains the benefits that are available to **you** and the conditions which must be met to qualify for those benefits. The policy, **certificate of insurance** and any endorsements should be read as one document. The special conditions/exclusions are shown in **your certificate of insurance**. Please make sure that **you**:

- · know what this insurance does and does not cover; and
- understand the terms and conditions of making a claim.

This policy uses words and phrases that have specific meanings. **You** will find these explained in Section 2 - Definitions. Defined words are shown in "**bold**" wherever they appear.

# **SECTION 1 - CONTACT DETAILS**

As there may be times when you need to get in touch with us, we have put our contact details in this Section so that they are easy to find.

If you need to speak to us, please call us on 0344 892 1018. Lines are open Monday to Friday, 9am to 5pm. If you need to write to us, you should address your letter to the address below:

For Claims: Ageas Insurance Limited

Commercial Claims Department, 1 Port Way, Port Solent, Portsmouth PO6 4TY

To make a complaint: Ageas Insurance Limited

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

Email Claims Department: commercialclaimsportsolentteam@ageas.co.uk
Email Complaints Department: commercialclaimsportsolentteam@ageas.co.uk
To improve the quality of **our** service, **we** may monitor and record telephone calls.

# **SECTION 2 - DEFINITIONS**

**Administrator** means Cardif Pinnacle Insurance Management Services plc, trading as Everypaw, which is authorised and regulated by the Financial Conduct Authority (register number 315503).

Certificate of Insurance means the personalised document issued by the administrator which sets out the details of your cover, and which should be read in conjunction with the terms and conditions of the policy.

#### Family means:

- your spouse;
- your civil partner;
- your partner of the same or opposite sex with whom you currently live;
- · your children;
- vour parents: or
- other relatives who normally live with you.

Maximum Benefit means the most we will pay in respect of any element of cover as set out in your certificate of insurance.

Pet means the dog named and described on the certificate of insurance.

Policy Year means the 12 month period shown on your certificate of insurance during which your premium and benefit levels are guaranteed. However, if there is a change to your circumstances (specifically notified to us by you), we may be required to alter your premium during that 12 month period.

Premium(s) means the premium payable by you in respect of this insurance.

Start Date means the date on which your pet first becomes covered under this policy as shown on your certificate of insurance.

We, Us, Our means Ageas Insurance Limited.

You, Your, Yourself means the person named in the certificate of insurance who is responsible for your pet. Joint policyholders are not permitted. If your pet is owned by more than one person you must select one to be the policyholder.

# **SECTION 3 - ELIGIBILITY AND COVER LIMITS**

You can insure your pet from 8 weeks of age. The upper limit to start a new policy for most breeds of dogs is their 8<sup>th</sup> birthday. For some breeds of dogs it is their 5<sup>th</sup> birthday and a list of these breeds is available at: www.everypaw.com

When applying for cover under this policy the **administrator** asked **you** to confirm a number of details relating to **your pet**, amongst other things, **your pet's** behavioural history and if **your pet** is used for specific tasks such as guarding or racing. **You** must tell **us** as soon as possible if these statements are no longer true as this may mean that **you** are no longer covered by this policy and **you** may not have the insurance **you** require should **you** need to claim. If **you** are unsure what needs to be declared, please contact the **administrator** using their contact details listed on page 1 of this document.

# SECTION 4 - YOUR INSURANCE COVER (THIRD PARTY LIABILITY - APPLIES TO DOGS ONLY)

This cover does not apply if you are already insured under any other householders' or liability policy, unless the cover provided by that policy has been exhausted.

You must provide us with details of any other insurances which may provide cover for the accidental damage to property or accidental bodily injury or death of another person, which has given rise to your claim. We will then contact the other insurer(s) to determine who will handle your claim and our liability for any compensation, costs and expenses, which will be determined by reference to the cover provided under each of the relevant policies.

#### What we will pay

If your pet causes an accidental bodily injury or kills another person, or accidentally damages another person's property during the policy year and you are legally responsible, we will pay up to the maximum benefit for:

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

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

If someone else is looking after **your pet** when the accidental bodily injury or death or accidental property damage occurs, **we** will provide cover as long as:

- 1. **you** asked them to look after **your pet**;
- 2. **vou** did not agree to pay them to look after **vour pet**:
- 3. the accidental bodily injury or death or damage was not to them, their family or their property; and
- 4. you are not aware that your pet has previously injured or killed anyone, or damaged other people's property.

#### What you pay

The first £250 of any compensation or costs for property which has been damaged.

#### We will not pay:

- 1. compensation or legal costs if the injured person or owner of the damaged property:
  - (a) is you or part of your family;
  - (b) lives in your home;
  - (c) works for or with vou: or
  - (d) was looking after your pet with your permission;
- 2. if you or someone listed above is looking after the property or holding it in trust;
- 3. the first £250 of any compensation or costs for property which has been damaged;
- 4. for any claim if **you** are legally responsible for the injury, death or damage only because of an agreement or contract **you** have entered into;
- for any claim arising as a result of your, or anyone in your family's profession, occupation or business, or resulting from any incident that happens at your or anyone in your family's place of work;
- 6. for any claim occurring on premises licensed for the sale of alcohol where **your pet** lives or is kept:
- 7 for any claim occurring as a result of your pet competing in any type of competition, including but not limited to field trials, dog shows or breeder's competitions;
- 8. for any claim arising outside the United Kingdom, the Channel Islands or the Isle of Man.
- 9. any fines or penalties from criminal proceedings; or
- any amount a court requires you to pay to punish you or try to stop the same circumstances that led to incident happening again or because you have caused someone distress, embarrassment or humiliation.

#### Other Dogs

If another dog was involved with **your pet** when injuring or killing another person or when damaging another person's property, **we** will only pay for the damage or injury caused by **your** dog insured under this policy. If the other dog is **your** uninsured dog, or belongs to someone else, **you** or the other owner will have to pay for the share of the compensation and costs arising from the accidental bodily injury, death or accidental property damage **your** uninsured dog or their dog caused.

#### Conditions

- 1. You must notify us immediately of any injury/death/damage you become aware of which may lead to a claim under this Part C Section 4 (Third Party Liability). You must give us any assistance we request (including providing us with any information and/or documents that are relevant to your claim, at your expense) and follow any instructions we give you. We may choose to take over any complaint or legal action against you, in your name and at our expense.
- 2. Do not admit that **your pet** was at fault or offer to make payments to anyone unless **you** have received written instructions from **us** to do so.
- Do not admit or accept liability, negotiate or make any payment or promise of payment unless you have received instructions from us to do so.

- 4. Do not answer letters from people who may claim against **you**, or who are acting for people who may claim against **you**. **You** must pass all correspondence to **us**.
- 5. Do not incur any legal costs relating to a claim under this Section 4 (Third Party Liability) we will arrange for legal representation if applicable.
- Your pet must not have previously displayed any vicious or aggressive behaviour towards any human beings or to other animals.
- 7. In some circumstances, following a claim for Third Party Liability or an incident involving your pet which is relevant to that element of cover, it may be necessary to exclude your pet from part or all of the Third Party Liability cover from your next policy review. If this should happen we will advise you in writing and adjust your premium accordingly.
- 8. If you fail to meet these conditions, we may reduce or refuse to pay any claim you may make.

#### SECTION 5 - GENERAL EXCLUSIONS AND RIGHTS & RESPONSIBILITIES

#### A. GENERAL EXCLUSIONS

#### We will not pay for:

- Any other costs that are indirectly caused by the event which led to your claim, unless specifically stated in this
  policy.
- 2. Any claim arising from a malicious or intentional act, wilful injury, or gross negligence by **you** or any member of **your family** or anyone else living with **you** on a permanent or temporary basis.
- 3. Any claim arising from worrying or chasing livestock.
- 4. Any pet less than 8 weeks old.
- Any claim arising where your dog has been used as a guard dog, gun dog, farm dog, emergency rescue dog or as a dog used for racing or for security purposes.
- Any dog that is required to be registered under the Dangerous Dogs Act 1991 and/or the Dogs (Muzzling) regulations (Northern Ireland) 1991 or any amendments.
- 7. Any loss if **you** break the United Kingdom animal health or importation legislation.
- 8. Any claims arising as a result of war, civil war, hostilities (whether war be declared or not), violence for any political, religious or ideological reason, terrorist activity, revolution, civil unrest or any similar event.
- 9. Any claims arising from radiation, nuclear explosion or radioactive contamination.
- 10. Any claims arising from air, water or soil pollution.
- 11. Any claim arising from pressure waves from supersonic aircraft.
- 12. The costs and compensation for euthanasia of your pet under a court order or the Contagious Diseases (Animals) Act 1869 or following its destruction for the protection of livestock.
- 13. Any claim which your vet confirms has arisen as a result of you not taking reasonable care of your pet.

#### B. YOUR RIGHTS AND RESPONSIBILITIES

- Any claim you make will be assessed fairly, reasonably and promptly against the information you provide and the terms of the policy.
- You must respond honestly to any request for information the administrator makes when you take out cover under this policy, or apply to vary your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, any claims previously paid by us, and whether you can make any subsequent claim.
- If you have legal rights against another person in relation to your claim, we may take legal action against them
  in your name and at our expense. You must give us all the help that you can and provide any documents that
  we ask for
- 4. You must pay your premium in full and on time to remain covered.
- You must check your certificate of insurance on receipt and return it to the administrator for correction if you find any mistakes.
- 6. You must keep to the conditions of the policy.
- 7. You must never make any claim you know is false or dishonest.
- 8. If you wish to cancel your policy, please contact the administrator on 0344 543 1050.

If you fail to carry out these responsibilities, we may reduce or refuse to pay any claim you may make.

#### C. OUR RIGHTS AND RESPONSIBILITIES

- We will assess all claims fairly, reasonably and promptly against the information you provide and the terms of the policy.
- 2. When **you** claim, if **you** have other insurance cover under which **you** can claim, **you** must notify **us** of the other insurer and give **us** authority to contact them to discuss how **we** apportion liability for the claim.
  - This policy only applies if the cover provided to **you** under any other householders' or liability policy has been exhausted.
- 3. **We** may need to arrange for a representative to visit **you** and **your pet** if **we** feel **we** need further information to properly validate **your** claim.
- 4. As explained in Part C Section 4 "Conditions" 7, it may be necessary for us to exclude your pet from Third Party Liability when your policy is renewed. If this should happen the administrator will advise you in writing and adjust your premium accordingly.

# **SECTION 6 - MAKING A CLAIM (THIRD PARTY LIABILITY)**

In the event of a claim, or an incident has arisen that may result in a claim under Section 4 Third Party Liability, please contact **us** as soon as possible by calling 0344 892 1018.

Alternatively, you can email: commercialclaimsportsolentteam@ageas.co.uk

or write to: Ageas Insurance Limited

Commercial Claims Department, 1 Port Way, Port Solent, Portsmouth PO6 4TY

Once we are made aware of a claim, or a potential claim, our handlers will guide you through the next steps.

**IMPORTANT**: Do not accept any responsibility or respond to any letters, court documents or other legal documents.

Please retain all documentation relating to **your** claim as **we** may require **you** to send these to **us** to assist with the handling

and processing of your claim.

Please provide your policy number on all communications.

#### **SECTION 7 - CUSTOMER SERVICE**

#### A. COMPLAINTS PROCEDURE

We hope you never need to, but if you want to complain about our cover or services you can do so.

call **us**: 0344 892 1018 (Monday to Friday 9am to 5pm) email us: commercialclaimsportsolentteam@ageas.co.uk

write to us: Ageas Insurance Limited

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

We will deal with any concerns you may have as quickly as we can and wherever possible within 8 weeks of receiving your complaint as required by the Financial Conduct Authority. If you are not satisfied with the answer we give you or if you have not had our final response within 8 weeks of us receiving your complaint, you can refer your complaint to the:

Financial Ombudsman Service

Exchange Tower, London E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk • Website: www.financial-ombudsman.org.uk

A leaflet detailing our full complaints process is available from us on request.

Following the above complaints procedure does not affect your rights to take legal proceedings.

#### B. COMPENSATION ARRANGEMENTS

Should **we** be unable to meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 774 4100. Alternatively, more information can be found at: www.fscs.org.uk

#### C. IMPORTANT INFORMATION

Your Third Party Liability Insurance is underwritten by Ageas Insurance Limited (1st August 2017), which has been arranged by Cranbrook Underwriting Limited. Cranbrook Underwriting Limited are the agent for Ageas Insurance Limited (reference U170038).

# **SECTION 8 - PRIVACY NOTICE - USING YOUR PERSONAL INFORMATION**

#### **Privacy Notice**

Ageas Insurance Limited is part of the Ageas group of companies. The following information is a summary of how **we** collect, use, share, transfer and store **your** information. But if you'd like to read **our** full Privacy Notice please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing: thedpo@ageas.co.uk

CPIMS and Pinnacle Insurance plc will have their own uses for **your** personal data and this will be covered in their terms and conditions document, and is also detailed within the Privacy Notices in Parts A and C of this policy wording.

#### Collecting your information

**We** ask **you** to share lots of information, such as **your** name, address, contact details, date of birth and IP address if accessing our website (which is a unique number identifying **your** computer). **We** may also ask **you** to share sensitive personal information such as information regarding **your** health, credit history and/or criminal convictions.

We also collect information from a number of different places for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

#### Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with an appropriate insurance quotation, policy and price. **We** may also need it to manage **your** policy such as when **we** deal with a claim or send **your** documents to **you**. When **you** apply for insurance, decision to provide **you** with a quotation may involve an automated process. If **you** object to this being done, **we** won't be able to provide **you** with an insurance quotation.

**We** will also use **your** information where **we** feel there is a good reason for doing so, for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information about previous insurance policies **you** may have purchased; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission to do so, such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** must have their permission to do so.

#### Sharing your information

We share your information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal information without the appropriate care and protection in place.

#### Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Notice for more information.

#### Use and storage of your information overseas

**Your** personal information may be transferred to, stored and processed outside the European Economic Area (EEA). Where **we** do this we'll take all reasonable steps to ensure **your** personal information is adequately protected to the same level as if it has remained in the European Economic Area.

#### Your rights

You have a number of rights in relation to the information we hold about you, including: the right to have a copy of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information.

For a full list of your rights please refer to the full Privacy Notice, which can be found on our website: www.ageas.co.uk

There may be times when **we** won't be able to delete **your** information. This might be because **we** need to fulfill **our** legal and regulatory obligations or if there is a minimum period of time which **we** have to keep **your** information. If **we** are unable to fulfill a request **we** will always let **you** know **our** reasons.

