

# Lifetime, Maximum Benefit & Time Limited Insurance

# for Cats & Dogs



# •ëverypaw

# Contents

Int	roduction	1	
Co	ntact details		
Ma	king a claim	4	
1	Words & phrases with special meanings		
2	Your cover		
	2.1	Veterinary Fees	
	2.2	Death from accident or illness12	
	2.3	Cremation or cemetery burial13	
	2.4	Finding your pet14	
	2.5	Theft and straying15	
	2.6	Boarding fees if you need to go into hospital	
	2.7	Holiday cancellation17	
	2.8	Third party liability18-21	
		General exclusions22	
3	Policy cancellation		
4	Things you need to do and we need to do25		
5	How to make a complaint		
6	Legal and compliance27-3		
	6.1	Contract of Insurance27	
	6.2	Premiums and Terms & Conditions27-28	
	6.3	Fraud	
	6.4	Reinstatement	
	6.5	General Conditions	
	6.6	Financial Service Compensation Scheme	
	6.7	Policy Underwriter	
7	Using your personal information		



# Introduction to your Everypaw Pet Insurance Policy

To make **your** policy document easier to read, **we** have tried to use less jargon. Where **we** use any words or phrases with a certain meaning, **we** tell **you** what it means in the **Words & Phrases With Special Meanings** section.

This policy meets the demands and needs of a person who wants to make sure the veterinary costs of their **pet** are met now and in the future.

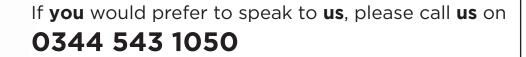
- Lifetime covers vet fees for new illnesses and accidental injuries up to a maximum amount which is reset each year.
- Maximum Benefit covers vet fees for new illnesses and accidental injuries up to a maximum amount. This limit per condition is not reset and once it is used up, you will no longer be able to claim for further treatment for that condition.
- Time Limited covers vet fees for new illnesses and accidental injuries up to a maximum amount for up to 12 months from the start of treatment. This limit per condition is not reset and once it is used up or the 12 month period has passed, you will no longer be able to claim for further treatment for that condition.

This policy tells **you** all about what **your pet** is covered for and what is not covered, and should be read along with **your certificate of insurance**. **Your certificate of insurance** is **your** personalised document which shows the type of policy **you** have chosen. The **maximum benefits**, **excess** and any special conditions and exclusions that apply to **your** cover are shown in the **certificate of insurance**. If any of the information is wrong, please contact **us** straight away so that **we** can update **your** policy record.

To contact us **you** can use the portal, call **us** or write to **us**. **You** will find all of our contact details in the **Contact Details** section.

**You** can submit, track and manage a claim and make changes to **your** policy by logging in to

## Pet Portal everypaw.com/pet-portal



Lines are open Monday to Friday, 8.30am to 6pm

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

The cost of calls to 03 prefixed telephone numbers are charged at national call rates. Charges may vary for different network providers.

#### Address your letter to the relevant department:

General Enquiries or Cancellations:	Customer Ser	vice Department		
Claims:	Claims Depart	tment		
Complaints:	Customer Rel	Customer Relations Department		
and send to:	Everypaw Pet Insurance Pinnacle House A1 Barnet Way Borehamwood Hertfordshire WD6 2XX			
Email				
Customer Services E Claims Department: Customer Relations		pet.pol@everypaw.com pet.pol@everypaw.com complaints@everypaw.com		

REMEMBER, **your** Everypaw Pet Insurance policy gives **you** access to Petcall for any non-emergency pet health queries, behavioural and nutritional advice and an opportunity to talk to someone should **you** sadly lose **your pet**.



Call Petcall any time of the day or night on:

# 0330 123 1923

Make sure that **you** have **your** policy number to hand when **you** call.

If **you** prefer, **you** can also speak to Petcall via Live Chat.

The link to this can be accessed by logging in to **Pet Portal**.

#### But remember, in an emergency ...



You should always consult **your vet** immediately if **your pet** has collapsed, is unconscious or has been involved in a serious accident.

If **you** then need to make a claim, please log in to **Pet Portal** or call **us** on **0344 543 1050** 

# Making a claim

# Vet Fee claims



The quickest way to log and track a claim is to go to **Pet Portal** (everypaw.com/pet-portal)

#### **Third Party Liability claims**



If **your** dog is involved in an incident that could lead to someone making a claim against **you**, please phone **us** as soon as **you** can on **0344 543 1050** 

### For all other claims



Download a claim form from: **Pet Portal** (everypaw.com/pet-portal)

If you would prefer to talk to us on the phone, you can call us on 0344 543 1050

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

**Certificate of Insurance** means the personalised document which tells **you** the details of **your** cover.

**Complementary Treatment** means 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:

- 1. **Bilateral** means any **condition** affecting the right and left sides of **your pet** where there is an underlying cause. For example, hip dysplasia for hips, ear inflammation (otitis) for ears, cruciate ligament disease, or luxation of the kneecaps (patellae).
- 2. **Recurring** means any previous **condition** or **symptom** that may come back or is likely to happen to **your pet** again. For example, this could be repeating episodes of diarrhoea, vomiting or injuries to claws.
- 3. Related means if a number of symptoms are:
  - Subsequently diagnosed as one **condition**; or
  - Caused by, related to, or as a result from another **condition** or **symptom**.

For example, a **related condition** could be excessive drinking as a **symptom** of diabetes. **We** would consider this as one condition not two.

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

**Excess(es)** means the amount **you** pay towards each **vet fees** claim. The **excess** may be a fixed amount (for example £100) and/or a percentage contribution (for example 20%). If **you** were given the option to choose these at the time that **you** took out **your** policy, they will have been referred to as the "Set Excess" (the fixed amount) and "Voluntary Excess" (the percentage contribution). **Your excess** is shown in **your certificate of insurance**. When **your pet** reaches a certain age this **excess** may change, as the percentage contribution then becomes fixed at certain rates and payment of it is mandatory. This change and the age when it applies for **your pet** is shown on **your certificate of insurance**. You will be told of the change at least one year before it is applied. (Please note that amounts payable by **you** for Third Party Liability claims are shown separately, please see section 2.8).

# Words & phrases with special meanings/cont...

**Family** means **your** spouse, civil partner, partner who **you** currently live with, children, parents, or other relatives who normally live with **you**.

**Helpline** means the helpline operated by Petcall, a trading name of Vetsdirect Limited.

**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 breed, pedigree and sex as **your pet**.

Maximum Benefit means the most we will pay for any part of the cover. The maximum benefits are shown in your certificate of insurance.

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

**PETS** means Pet Travel Scheme. This allows **you** to take **your pet** abroad to certain countries and return to the United Kingdom without the need for **your pet** to go into quarantine.

**Pet Portal** means the online platform (Everypaw.com/pet-portal) where **you** can manage **your** policy and log and track claims.

**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 or correction to **your pet's** details, it may be necessary to alter **your premium** during that 12 month period.

**Premium(s)** means the premium payable either monthly or yearly by **you**. **You** must pay **your premium** in full and on time to be covered.

**Start Date** means the date when **your pet** first becomes covered under this policy. The **start date** is 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 given by a **vet**, veterinary practice or member of an approved professional organisation following **your vet's** instruction. **We** may telephone **your vet** to confirm that **treatment** was right for the particular **condition**.

# Words & phrases with special meanings/cont...

#### Vet means:

- 1. In the United Kingdom, the Channel Islands or the Isle of Man, a member of the Royal College of Veterinary Surgeons; or
- 2. Outside the United Kingdom, the Channel Islands or the Isle of Man, a veterinary surgeon who is registered and working in a country covered by the **PETS**.

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

We, Us, Our means Pinnacle Insurance plc.

You, Your, Yourself means the person named in the **certificate of insurance** who is responsible for **your pet**.



In this section **we** tell **you** what is covered and what is not covered during the **policy year**.

The most **we** will pay is up to the **maximum benefit** limits, which are shown in **your** certificate of insurance.

Your excess and any conditions not covered are also shown in your certificate of insurance.

# Pet age 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.

For cats, the upper age limit is their 10<sup>th</sup> birthday.

Once **your pet** is insured cover can continue beyond these upper age limits.

## **Cover limits**

#### Lifetime Cover

The **maximum benefits we** will pay under this policy per **policy year** are shown in **your certificate of insurance**.

#### **Maximum Benefit Cover**

The **maximum benefits we** will pay for each **condition** under this policy are shown in **your certificate of insurance**. Each **condition** is only covered until the **maximum benefit** as shown on **your certificate of insurance** is paid for that **condition**. After this, **we** will not make any further claims payments for that **condition** or any **bilateral**, **recurring** or **related conditions**.

#### **Time Limited Cover**

The maximum benefits **we** will pay for each **condition** under this policy are shown in **your certificate of insurance**. Each **condition** is only covered for 12 months calculated from the first date of **treatment** or until the **maximum benefit** is paid for that **condition** whichever occurs first. After this, **we** will not make any further claims payments for that **condition** or any **bilateral**, **recurring** or **related conditions**.

# 2.1 Veterinary Fees

If **your** pet falls ill, is injured or needs **treatment** from a **vet**, this part of the cover helps **you** pay for the **vet fees**.

We may contact your vet to confirm the treatment was right for the condition you are claiming for. If we believe the fees and/or treatment are excessive, we will talk with your vet about the costs on your behalf and we may ask you to use a different vet for future treatment. Otherwise we may not be able to pay future claims.

#### What you pay

• The **excess**.

#### What you are covered for

- ✓ Vet fees for the cost of any treatment your pet has received for a condition(s).
- ✓ Any herbal or homeopathic treatment **your vet** recommends.
- Any complementary and physiotherapy treatment your vet recommends up to the maximum benefit.
- The cost of having your pet put to sleep (euthanasia) if recommended by or agreed with your vet.
- ✓ 25% of the cost of a clinical diet for your pet for a maximum period of 6 months per condition, if it is recommended by your vet for a treatable condition other than for obesity/weight loss.
- The cost of treatment for a dental condition and any related conditions, so long as:
  - There is a history of annual check-ups. If not annual, then as recommended by **your vet**. **We** would need proof that any advice given has been followed within 6 months; and
  - The **treatment** is to relieve suffering due to illness.
- The cost of dental treatment as a result of an accidental injury.
- Ongoing treatment of a condition so long as the policy remains in force, subject to the "We will not pay for" section.
- The cost of any treatment your pet has received in any country included in the PETS. You are covered for a maximum of 90 days in any policy year in any of the countries included in the PETS.

#### What 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 checked by a vet, before this policy started.
- \* Any excluded **condition** shown on **your certificate of insurance**.
- The cost of any treatment for any illness which occurs or shows symptoms within 14 days of the start date.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

 Any treatment for accidental injury or poisoning which occurs or shows symptoms within 3 days of the start date.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

- Any treatment your pet has received outside the 12 month period if you have Time Limited Cover.
- House calls, any extra cost for out of hours treatment, or ambulance fees, unless your vet confirms that moving your pet or waiting until normal surgery hours would either endanger its life or significantly worsen the condition.
- Costs relating to routine or investigative tests, unless they are undertaken as part of treatment for a condition covered under this policy.
- Routine and preventative treatments, such as vaccinations, cosmetic dentistry, cosmetic surgery, cleaning and descaling of teeth, spaying, castration, routine removal of dew claws, parasite control treatments, grooming and nail clipping.
- Complications caused by cosmetic treatments or where your vet confirms the treatment was not necessary.
- Treatment related to baby teeth (deciduous teeth) if your pet is over 16 weeks of age at the start date.

# 2.1 Veterinary Fees/cont...

#### What we will not pay for/cont...

- Treatment related to retained testes if your pet is over 16 weeks of age at the start date.
- \* The cost of any food except as set out in "What you are covered for" 5.
- **×** The cost of any post mortem examination.
- Treatment for an illness that could be avoided by vaccination and you didn't vaccinate as recommended by your vet.
- The cost of any treatment for fleas except where this is used to treat a skin condition, (for example, FAD (Flea Allergic Dermatitis), when the pet has a skin reaction to the flea's saliva), when we will pay the cost of 1 flea treatment.
- Treatment related to pregnancy, giving birth or breeding and any complications caused by them.
- **×** Treatment which your vet confirms you could have given in your home yourself.
- Organ or stem cell transplants and any related treatment, limb prostheses including any vet treatment needed to fit the prosthesis. This does not apply to the cost of replacing hip, knee and/or elbow joints.
- \* The cost of surgical items that can be used more than once.
- **×** Travel costs for taking **your pet** to the **vet**.
- Claims resulting from your dog being involved in a fight where your dog has a history of treatment following fighting.
- **Treatment** following a fight between two or more of **your pets** or where one of the pets involved is living at **your** address but belongs to a member of **your family** or anyone else living with **you** on a permanent or temporary basis.
- **×** Fees charged by **your vet** for completing claim forms.
- **×** Fees charged by **your vet** for referral to another **vet**.
- **× Treatment** without an itemised invoice.

# **2.2** Death from accident or illness

#### What we will pay

- We will repay you the price you paid for your pet if it dies due to an accident or illness.
- ✓ We will pay this benefit as well as any **treatment** costs already paid to treat **your pet**.

If **you** don't have written formal proof of payment or **you** didn't pay for **your pet**, **we** will pay **you** whichever is the lower value of the amount **you** stated when **you** applied for cover or the **market value**.

#### What 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.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

 If your pet dies as a result of an illness which occurs or shows symptoms within 14 days of the start date.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

- If your pet dies due to any condition or symptom, or anything related to it, that you were aware of or has been noted and/or checked by a vet before this policy started or any condition not covered.
- If death results from an **illness**, after the renewal date that follows **your pet** reaching the age below:
  - Cats 10 years
  - Dogs 8 years or 5 years\*

\*For some breeds, this will be 5 years. If **your** dog is one of those breeds, this will be highlighted on **your certificate of insurance**.

- 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).
- \* Any cost for death resulting from pregnancy, giving birth or breeding.

# 2.3 Cremation or cemetery burial

#### What we will pay

 We will pay you up to £200 for the cost of cremation or cemetery burial if your pet dies or is put to sleep by a vet as a result of an accident or illness.

#### What we will not pay

- If your pet dies due to an accident or illness that is not covered under the Death From Accident or Illness benefit.
- If your pet dies as a result of an illness, after the renewal date that follows your pet reaching the age below:
  - Cats 10 years
  - Dogs 8 years or 5 years\*

\*For some breeds, this will be 5 years. If **your** dog is one of those breeds, this will be highlighted on **your certificate of insurance**.

We understand how difficult it is to lose a **pet**, so should **you** feel **you** need to talk to someone about **your** bereavement, please do not hesitate to call the Petcall **helpline** for a confidential chat on **0330 123 1923**.

# 2.4 Finding your pet

#### What we will pay

 We will repay you for any local advertising costs and rewards you have had to pay to help recover your pet after it is stolen or goes missing.

#### What we will not pay

**×** If **your pet** is stolen or strays within 14 days of the **start date**.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

- Any reward where you do not have a signed receipt giving the name, address and telephone number of the person who found and returned your pet to you.
- \* Any reward to a **family** member.
- Any reward to the person who was caring for your pet when it was lost or stolen.
- Any costs for services carried out by another person, company, organisation or pet detective other than producing posters and leaflets for local advertising and sharing the loss on the internet and social media.
- If your dog is not microchipped at the time of any claim (except where this is not suitable for reasons of animal health).

#### What we will pay

 We will repay you the price you paid for your pet if it is stolen or goes missing and is not recovered within 30 days.

If **you** have no written proof of payment or **you** did not pay for **your pet**, **we** will pay **you** whichever is the lower value of the amount **you** stated when **you** applied for cover or the **market value**.

#### What you need to do

- As soon as **you** find out **your pet** is missing, **you** must tell the closest **vet** to where **your pet** went missing, local rescue centre or local authority warden.
- If your pet is found after we have paid you, you must pay us back all the money you received. We may take legal action to recover the money if you don't pay it back to us.

#### What we will not pay

**×** If **your pet** is stolen or goes missing within 14 days of the **start date**.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

 If your dog is not microchipped at the time of any claim (except where this is not suitable for reasons of animal health).

# 2.6 Boarding fees if you need to go into hospital

#### What we will pay

- ✓ We will repay you the kennel or cattery fees you have paid if:
  - **you** or a member of **your family** is ill or injured and has to spend more than 48 hours in hospital; and
  - your pet stays in a licensed kennel or cattery while you or a member of your family are in hospital.
- Or, 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 £15.

# We will not pay any costs where hospitalisation is due to any of these reasons

- \* Alcoholism, drug abuse or self-inflicted injuries, pregnancy or giving birth.
- An illness or accidental injury first occurring or showing symptoms before the start date.
- \* An **illness** first occurring or showing **symptoms** within 14 days of the **start date**.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

# 2.7 Holiday cancellation

#### What we will pay

- ✓ We will repay you the cost of any lost travel and accommodation costs if:
  - you or any member of your family travelling with you 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
  - you come home early because your vet advises your pet needs life-saving treatment.

#### What we will not pay

- 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
- If you cancel your holiday or come home early because your pet needs treatment due to a condition which occurs or shows symptoms before or within 14 days of the start date.

This exclusion will not apply if **you** have switched to Everypaw from another insurer and have had continuous cover for **your pet** for at least 14 days with **your** previous insurer before **your** policy **start date**. If this is the case, we will ask for evidence of **your** previous policy.

- × If **you** booked **your** holiday less than 28 days before **you** were due to leave.
- If you can claim these costs back from any other source. For example, travel insurance.

# 2.8 Third Party Liability

This part of your cover won't apply if you are already insured under any other home contents or liability policy, unless the cover provided by that policy has already been used up.

Please note that for this section of **your** policy, references to **we/us/our** refers to Pinnacle Insurance Plc and/or their chosen claims handler **Davies Group Limited**.

**Davies Group Limited** is registered in England and Wales with registered number 06479822. Registered Office: 5th Floor, 20 Gracechurch Street, London, United Kingdom, EC3V OBG. Davies Group Limited is registered in the UK and authorised and regulated by the Financial Conduct Authority (Financial Services Register number 486865).

#### What we will pay

If **your** dog causes an injury or death to anyone or damages anyone's property during the **policy year** and **you** are held legally responsible **we** will pay up to the **maximum benefit** for:

- $\checkmark$  any compensation and legal costs awarded by a court to the claiming party; and
- ✓ the legal costs of defending the claim against you.

If more than one person is injured, dies or has their property damaged, **we** will pay compensation and legal costs awarded by a court and the legal costs of defending the claim up to the **maximum benefit** amount of this section of **your** policy. **We** are not liable to pay any more than this **maximum benefit** amount.

If someone else was looking after **your** dog when the injury, death or damage occurred, **we** will pay if:

- you asked them to look after your dog;
- you did not agree to pay them to look after your dog;
- the injury, death or damage was not to the person looking after your dog, their spouse, civil partner who they currently live with, partner, children, parents or any other relatives who normally live with them or their property; and
- you are not aware that your dog had previously caused any injury, death or damage.

#### What you pay

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

#### We will not pay:

- compensation or legal costs if the injured person, person who has died or owner of the damaged property:
  - is **you**, **your** spouse, civil partner, partner who **you** currently with, children, parents or other relatives who normally live with **you**;
  - lives in **your** home;
  - works for **you**; or
  - was looking after **your** dog with **your** permission.
- For any property which is in **your** care, custody or control, or the care, custody or control of anyone listed above;
- the first £250 of any compensation or costs for property which has been damaged;
- 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:
  - due to your profession, job, work or business, or that of your spouse, civil partner, partner who you currently with, children, parents or other relatives who normally live with you; or
  - resulting from any incident that happens at your place of work or that of your spouse, civil partner, partner who you currently with, children, parents or other relatives who normally live with you;
- for any claim occurring on a property licensed for the sale of alcohol where your dog lives or is kept;

# 2.8 Third Party Liability/Cont...

#### We will not pay/Cont...

- for any claim if the incident happened outside the United Kingdom, the Channel Islands or the Isle of Man.
- \* any fines or penalties imposed on you from criminal proceedings including any amount a court requires you to pay to punish you or to try to stop the same circumstances that led to the incident happening again or because you have caused someone distress, embarrassment or humiliation; or
- \* any claim if your dog has accidentally injured or caused the death of another person or damaged someone else's property, if we later discover that when you bought or renewed the policy you failed to tell us that your dog had previously shown any aggressive behaviour towards another person or animal.

#### **Other Dogs**

If another dog was involved with **your** dog in causing the injury, death or damage (even if the other dog belongs to **you**), **we** will only pay for the damage, injury or death caused by **your** dog insured under this policy. If **your** other dog is not insured under this policy, or the dog belongs to someone else, **you** or the other owner will have to pay for the share of the injury, death or damage caused by that dog.

#### What you must do

- You must tell us as soon as you are aware of the injury, death or damage which is being claimed against you.
- You must tell us about any other insurances you have (for example, house contents or liability insurance) which could cover the cost of the damage, injury or death caused by your dog. We will contact the other insurer(s) to agree which insurer will handle your third party liability claim and what our liability will be to pay any compensation, costs and fees. We will work this out by looking at the cover under each of your relevant policies.
- Do not admit that **your** dog was at fault or offer to make payments to anyone unless **you** have already received written confirmation from **us** to do so.
- Do not give anybody information or help them claim against **you** unless **you** have received confirmation from **us** to do so.
- Do not answer letters from people who may claim against **you**, or who are acting for people who may claim against **you**. Send all information, documents and letters that you receive to **us** straight away.
- You must give us any help we ask for and follow any instructions we give you this includes giving us all information and documents we need that are relevant to your claim, at your cost. We may choose to take over any complaint or legal action against you, in your name and at our cost.
- There is no need to find **your** own legal help. Once **we** have reviewed the claim **we** will arrange for legal representation, if it is needed.
- Following a claim under this section or an incident involving your dog which relates to this section, we may take the decision not to continue to cover your dog under this section when you next renew your policy. If we take this decision we will advise you in writing and change your premium to remove this part of your cover.

These general exclusions apply to all sections of the cover.

#### We will not pay a claim for any of the following:

- Any other costs that are indirectly caused by the event which led to your claim, unless stated in this policy.
- Any claim caused deliberately or intentionally, or an injury caused intentionally, or caused by a reckless or serious lack of care by **you** or any member of **your** family or anyone else living with **you**.
- Any claim which your vet confirms has arisen as a result of you not taking reasonable care of your pet.
- \* Any claim if **your** pet was worrying or chasing farm animals (livestock).
- The costs and compensation for having your pet put to sleep (euthanasia) under a court order or the Contagious Diseases (Animals) Act 1869 or following its destruction for the protection of livestock.
- 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 must be registered under the Dangerous Dogs Act 1991 and/or the Dogs (Muzzling) regulations (Northern Ireland) 1991 or any amendments, or any American Bull Dog, American Bully, XL Bully, American Indian Dog, American Pit Bull Terrier, American Staffordshire Terrier, Bandog, Boerboel, Bully Kutta, Canary Dog, Cane Corso, Czechoslovakian Wolfdog, Dingo, Dogo Argentino, Dogue Brasileros, Fila Brasileiro, Gull Dong, Husky Wolf Hybrid, Irish Staffordshire Blue Bull Terrier, Irish Staffordshire Bull Terrier, Japanese Tosa, Pit Bull Terrier, Saarlooswolfhound, Tosa, Tosa Inu, Wolf Hybrid, Wolfdog, or any dog crossbred with any of these breeds.
- Any loss if you do not follow the United Kingdom animal health or importation laws.
- Any claims due to war, civil war, conflicts (whether war be declared or not), violence for any political, religious or ideological reason, terrorist activity, revolution, civil unrest or any similar event.
- \* Any claims due to radiation, nuclear explosion or radioactive contamination.
- \* Any claims due to air, water or soil pollution.
- \* Any claim due to pressure waves from supersonic aircraft.

# **Policy Cancellation**

# Your Right to Cancel

You can cancel your policy at any time by calling us on 0344 543 1050 or write to us.

#### Within the "cooling off period"

If **you** cancel during the first 14 days **you** will receive a full refund of **premium** so long as no claim has been paid. If **we** have paid a claim, there will be no refund.

#### Outside the "cooling off period"

#### Monthly payments

If **you** cancel outside the first 14 days **we** will cancel **your** policy and not collect the future monthly payments. If **your pet** has died, been stolen or has gone missing, and **you** claim for this, **we** will not take any further monthly payments for the current period of insurance. However, if **you** have been paid a claim during this **policy year** then **we** will deduct any outstanding monthly payments for the current period of insurance from **your** final settlement claim.

#### **Annual payments**

If **you** cancel outside the first 14 days **we** will cancel **your** policy and refund **premiums** for the remaining length of the policy so long as **you** have made no claims under this policy during this **policy year**.

If **your pet** has died, been stolen or has gone missing, and **you** claim for this, **we** will refund **premiums** for the remaining length of the current period of insurance. However, if **you** have been paid a claim during this **policy year** then **we** 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.

# **Our Right to Cancel**

We may cancel your insurance cover straight away when:

- You deliberately tell us something which is untrue or misleading when you reply to any question we ask you when you buy your policy, or ask us to make a change to your policy (or we can show that you did not take reasonable care to make sure the information you told us was true).
- You tell us something which is untrue or misleading by mistake when you reply to any question we ask you when you buy your policy or ask us to make a change to your policy which, if correctly answered, would have caused us to not accept you for cover.
- 3. There is proof of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) which affects this policy.
- 4. Due to a change in law or regulation.
- 5. Sanctions are applied to **you** or any joint policy holder.

Sanctions means legal financial restrictions applied to **you** which make it an offence for **us** to pay any money (for example, for a claim or a refund of **premium**) to **you** under this policy. This means that if **you** or any other relevant third party who has suffered a loss which would otherwise be covered under the policy, are the subject of a sanction, **we** may not be able to provide cover under the policy. "Sanctions" means any sanctions, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

If **your** policy is cancelled as a result of points 1, 3, 4 or 5 above, **we** will not return any **premiums you** have paid. If **your** policy is cancelled as a result of point 2 above, **we** will return any **premiums you** have paid so long as no claim has been made.

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 points 1, 2 or 3 above applies.

Cancellation of **your** policy will not affect **your** entitlement to claim for any event which happens before the date of cancellation, except where points 1, 2 or 3 above applies.

If **you** have a Time Limited policy, **we** may choose not to renew **your** insurance cover. If this happens, **we** will write to **you** at least 90 days before the anniversary of the **start date** where no other cover is offered.

This may be because:

- in the unlikely event that for any of the reasons listed in the "Changes to your premium" section **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your** policy.
- we decide for reasons of strategy or cost that it is no longer viable for us to continue to offer cover within the particular country or market sector that applies to your policy.

## Things you need to do

- You must submit your claim for vet fees along with invoices showing costs/ fees you have incurred within 12 months of the **treatment** taking place. Failure to do so will result in non-payment of your claim unless there are exceptional circumstances.
- 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 make a change to your cover. If 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 claim in the future.
- You must not make any claim you know is false or dishonest.

If **you** do not carry these out, **we** may not pay part of any claim **you** may make.

## Things we need to do

- We will assess all claims fairly, reasonably and quickly against the information **you** tell **us** and the terms of the policy.
- 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 someone to visit **you** and **your pet** if **we** feel **we** need further information to properly understand **your** claim.

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

Pet Portal:everypaw.com/pet-portalcalling us:0344 543 1050writing to us:Customer Relations Department<br/>Everypaw Pet Insurance<br/>Pinnacle House<br/>A1 Barnet Way<br/>Borehamwood<br/>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 needed 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, you can raise your complaint to:

> Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: 0300 123 9 123 or 0800 023 4567 Website: www.financial-ombudsman.org.uk

Following this complaints procedure does not affect **your** rights to take legal action.

A leaflet about **our** full complaints process is available from **us**.

```
6
```

# 6.1 Contract of Insurance

This policy is renewed each year. **You** can either pay as a single payment once yearly or in monthly payments. The contract of insurance between **you** and **us** is the policy Terms and Conditions and **your certificate of insurance**.

Your cover will end when one of the following happens.

- The date **your pet** dies.
- The date **you** do not pay **your premium** when it is due.
- The date **you** or **we** cancel your cover.

# 6.2 **Premiums and Terms and Conditions**

The **premium** and Terms and Conditions for this policy are fixed for 12 months and reviewed annually on the anniversary of the policy **start date**.

However, if there is a change to **your** circumstances or correction to **your pet's** details, **we** may need to alter **your** premium during the 12 month period.

We will review the Terms and Conditions and the **premium** each year. Following this review, **your premium** may go up, go down or stay the same.

We will only change the **premium** for these reasons:

- A change in any general costs for the running of our business.
- A change in the scheme performance or claims experience. For example, this could be due to information that suggests claims or veterinary fees may go up or down.
- Changes to **your** circumstances such as the age of **your pet**, **your** claims history or any change to **your** address.
- Any change in the Insurance Premium Tax rate.

We will not change the **premium** for any other reason or to recover previous losses.

# 6.2 Premiums and Terms and Conditions/cont...

If **we** change the policy Terms and Conditions, it will only be for these reasons:

- To improve **your** cover.
- To make the policy wording clearer or to correct any errors.
- To meet any laws or regulations or Insurance Premium Tax.

Each year, at least three weeks before the current **policy year** is due to end, **we** will send a renewal notice to **you** setting out the new policy Terms and Conditions and **premium** for the next **policy year**. If **you** have already given **your** consent for **us** to collect the **premium**, **your** payment will continue to be taken using the same bank account unless **you** tell **us** otherwise. **Your** cover under this policy will continue as long as **you** pay the **premium** whenever your **premiums** are reviewed.

You must continue to pay the full **premium** even when **you** are making a claim. This will make sure cover continues for any further **treatment** or other costs.

If you want to cancel your policy, you can at any time.

# 6.3 Fraud

If **we** make any claim payments because of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf), then:

- we may stop making further payments and may seek to recover from you any sums paid by us for any dishonest claim;
- **we** may cancel the contract with effect from the time of the behaviour which may affect other claims; and
- if **we** cancel the contract, **we** may not pay any claims occurring after the time of the dishonest or deceitful claim.

If **we** cancel **your** cover due to fraud, **we** will not return any of the **premiums** paid by **you**.

Any valid claim occurring before the dishonest claim will not be affected.

# 6.4 Reinstatement

If **you** cancel **your** cover under this policy or the cover ends due to unpaid **premium**, **you** can ask for the policy to be reinstated. If **we** agree to this, any claim or **condition** which starts during the period when **your** cover had ceased, will not be accepted.

# 6.5 General Conditions

- You and your pet must live in the UK at the address shown on your certificate of insurance.
- **Geographical Limits** this insurance only applies in the United Kingdom, the Channel Islands and the Isle of Man except for **vet fee** claims occurring while you are travelling abroad to any country included in the **PETS**.
- **Choice of Law** this policy is governed by English Law. Any legal proceedings will be held in the courts of England and Wales. If **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, **you** can start 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 if we agree. To transfer the rights of your policy, please contact our Customer Services Department. Transfer of rights may result in a change to the premium amount.
- All contact with **you** will be in English.

# 6.6 Financial Service Compensation Scheme

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

# **6.7 Policy Underwriter**

**Your** Everypaw Pet Insurance is sold, underwritten and managed by Pinnacle Insurance plc under policy number 02616 (1<sup>st</sup> June 2020).

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). Its registered office address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

# **Pinnacle Insurance plc Data Protection/Privacy Notice**

When **you** purchase **your** insurance, **we** will collect certain types of personal information from **you**.

We will process your personal data in line with the UK Data Protection Act 2018 to perform the contract with you or to take steps at your request before entering into the contract, managing your marketing consent choices, as well as to act in line with law and regulation and for the legitimate interests of **our** business.

**Our** full Privacy Notice is available on **our** website at the following address:

https://www.pinnaclepetgroup.com/privacy, which includes further information about our processing of your personal data, retention periods, your data protection rights and our contact details.

## **Davies Group Limited Data Protection/Privacy Notice**

Davies Group collects and uses personal information where there is a justifiable reason for doing so, such as processing a claim. If **you** would like to read Davies Group's full Privacy Policy, please go to www.davies-group.com/privacy-notice or contact the Data Protection Officer at the above address or via e-mail at DPO@ davies-group.com. Please be aware that there will be sections of the Privacy Policy which will not apply to how Davies Group process **your** personal information in relation to this policy.



P3355v6 - 30/04/24