# REPEATING FOR YOUR PETS

# Accident Only Pet Insurance Policy Wording

### Introduction

RSPCA Pet Insurance, Accident only cover is a product that is suitable for cat and dog owners who wish to protect only against the cost of treatment if their pet is injured in an accident.

This product offers cover for the cost of veterinary treatment for up to 12 months if your pet is injured as a result of an accident but doesn't cover a pet if it develops an illness. In addition farewell cover and third party liability cover (dogs only) is provided.

This is an annual policy and the policy must be renewed for the cover to continue. You can claim for the cost of treatment that is covered by this policy for each injury until the veterinary fee limit is reached or until the 12 months' time limit is reached, whichever is first. If we offer and you accept our renewal invitation, covered treatment payments can continue to be paid until either the maximum financial limit or 12 months' time limit is reached.

You need to be aware that the policy wording is subject to certain exclusions and conditions. It is therefore essential that you read and fully understand what is covered. In particular please refer to the following sections to help you understand the cover provided:

- What is Covered
- What is Not Covered
- Policy Conditions and Policy Limitations.

Your Policy Wording should be read in conjunction with your Insurance Schedule and Proposal Confirmation document as together they form the basis of your insurance contract.

For simplicity, **we** use keywords or phrases which are shown in **Meaning of Words** section and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **bold**.

#### **Customer Information**

#### **Complaints Procedure**

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

#### **Initiating Your Complaint**

You should contact us at RSPCA Pet Insurance for all sections apart from Third Party Liability by emailing Claims: claims@rspca-petinsurance.com or Policies: help@rspca-petinsurance.com, by calling **us** on 0330 134 8576 or in writing to: RSPCA FreePost PetAdmin

For complaints about a claim under Third Party Liability please contact: Phone: 0330 024 2266

Email: liability.claims@coveainsurance.co.uk

Write: Liability Claims, Covea Insurance plc, A+B Mills, Dean Clough, Halifax HX3 5AX

We will confirm receipt of **your** complaint by telephone or email by the next working day, and do our best to resolve the problem within 3 working days from the date **we** receive **your** complaint.

If we are unable to resolve **your** complaint within 3 working days, we will send **you** a communication, either verbally, by email or in the post (depending on the method of communication **you** prefer) explaining why we have been unable to resolve **your** complaint, and the steps we intend to take to resolve the issue as rapidly as possible.

We aim to conclude **our** enquiries and provide a Final Response Letter to **you** within 8 weeks from the date **your** complaint was received. We will keep **you** regularly informed of **our** progress towards resolving **your** complaint, and may need to contact **you** during this time to request or verify information relating to **your** complaint.

#### **Financial Ombudsman Service**

If the differences between **us** remain unresolved, or **you** have not received a Final Response Letter from **us** within 8 weeks from the date **your** complaint was received, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** Final Response, or if a Final Response Letter has not been issued within 8 weeks from the date of **your** complaint.

Details for contacting the Financial Ombudsman Service are:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Tel: 0800 023 4567 from a landline or 0300 123 9123 from a mobile

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note that **you** have six months from the date **you** receive **our** Final Response Letter in which to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

The Financial Ombudsman Service will only consider complaints after **we** have issued a Final Response, or if a Final Response Letter has not been issued to **you** within 8 weeks from the date of **your** complaint. Following this procedure will not affect **your** legal rights.

Please quote your policy number in any communication.

#### **Financial Services Compensation Scheme**

Covea Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme, if you reside in the **UK**, if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the is available from the FSCS website www.fscs.org.uk, or write to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

#### **Customer Information**

Should **you** have any questions about **your** policy or wish to make any changes please call **our** Customer service team on 0330 134 8576.

# Claims

We aim to provide a fast and efficient claim service. To help please tell us about any claim, or possible claim, as soon as possible by calling the claims helpline on 0330 134 8576 for all claims apart from under section 3, Third Party Liability when you call 0330 024 2266.

#### **Claims Conditions**

- 1. What you must pay towards a claim.
  - Section 1 Veterinary fees

For each injury arising during the period of insurance:

Pets under 7 years at the date of treatment - The first £100 for each  $injury \ treated$ 

Pets over 7 years at the date of treatment - The first £100 plus 10% of the remaining cost of treatment per injury

Section 3 - Third party liability - The excess is  $\pounds 250$  for every incident claimed.

- 2. Within 30 days of notifying **us**, **you** must supply details of the claim in writing together with any supporting information, which **we** may require.
- **3.** We do not pay for certificates, photographs or receipts required as part of the claim.
- 4. Please make sure that you read the Policy Conditions and Policy Exclusions.

#### **Section 1 Veterinary Fees**

Before **your pet** is treated check that **your vet** is willing to complete the claim form and supply **us** with the supporting invoices and veterinary history.

The claim form and invoices must be returned to **us** promptly. Failure to notify **us** promptly may result in a reduced settlement being paid. Please make sure that the form is signed by both **you** and **your vet**.

If **you** ask us to pay **your vet**, **you** must settle with **your vet** the part of the claim for which **you** are responsible. If **you** are unsure of the amount please call the claims helpline on **0330 134 8576**.

#### **FirstVet**

As a customer, **you** can access unlimited advice from FirstVet directly on **your** mobile or computer. This service is totally free and it doesn't affect **your vet** fee limit. FirstVet is open 24 hours a day, 365 days a year.

Here are some examples of the cases that FirstVet are able to help **you** with:

- Vomiting and diarrhoea
- Itching and skin problems
- Eye and ear problems
- Coughing and sneezing
- Poisoning

If **your** animal is very sick or badly injured **you** should always seek veterinary care immediately.

How it works:

#### 1. Download the app and log in

Download the FirstVet app from https://firstvet.com/uk/ and select RSPCA Pet insurance when creating an account.

#### 2. Make an appointment

Add animal information, describe symptoms and choose a time that suits **you**.

#### 3. Veterinarian visit

The visit is via video call on **your** mobile, tablet or computer. Open the app when **your** meeting starts. FirstVet will send a text message reminder just before the meeting starts.

#### 4. After the visit

After the visit, a journal will be sent to **you** with the **vet's** advice and diagnosis. **You'll** also be sent a referral for **treatment** if **you** need one.

#### **Section 2 Farewell Cover**

You will need to send **us** a death certificate from **your vet** with the supporting invoices.

#### Section 3 Third party liability

Should you need to make a claim please contact:

Phone: 0330 024 2266

Email: liability.claims@coveainsurance.co.uk

Write: Liability Claims, Covea Insurance plc, A+B Mills, Dean Clough, Halifax HX3 5AX

You must notify us as soon as possible after an event has arisen that may give rise to a claim or you become aware there is a claim against you.

You must not admit or accept liability, negotiate or make a payment or promise of payment to any person without **our** written consent. Do not respond to any letters from people who are looking to claim against **you** or people acting on their behalf, **you** should forward them unanswered to **our** claims team.

You are required to provide **us** with any information which **we** may reasonably require in order to assess or defend the claim against **you**.

We will have the sole conduct and control of any claim and the associated legal proceedings including the right to prosecute in **your** name for **our** benefit, for any claim, damages or liability.

Do not incur any legal costs relating to a claim under this section - where appropriate **we** will arrange for legal representation.

# Meaning of Words

#### Aggressive behaviour

Your pet has shown any of the following behaviour(s):

Attempted to bite any human or animal, has bitten any human or animal and/or killed/attacked any human or animal.

#### Aggressive tendencies

Your dog has shown any signs of the following behaviour(s):

Territorial aggression, protective or guarding, fear aggression, defensive aggression, social aggression, frustrated or elicited aggression, redirected aggression, predatory aggression, dominance aggression, attempted to bite any human or animal, has bitten any human or animal, has chased any human or animal.

#### **Behavioural illness**

Any change(s) to **your pet's** normal behaviour that is caused by a mental or emotional disorder that could not have been prevented by training, socialisation or medical intervention, caused by the environment in which **your pet** is kept or caused by how **your pet** has been handled by **you**, **your** family or the person looking after **your pet**.

#### **Clinical diet**

A clinically formulated diet prescribed by **your vet** as part of **your pet's treatment** for a specific **illness** or **condition**.

#### **Clinical signs**

Changes in **your pet's** normal health state, its bodily functions or behaviour.

#### Condition

All clinical signs of injury, illness or disease, including related conditions.

#### Illness

Changes in **your pet's** normal healthy state, sickness or disease, emotional or mental disorders.

#### Injury

Damages to one or more parts of **your pet's** body as a result of one accidental cause.

#### **Insurance Schedule**

The schedule, which includes any endorsement that applies to this Policy Wording in **your** name as the insured and giving the details of **your pet**.

#### Maximum benefit

The most that we will pay out under each section of your insurance.

#### Period of insurance

The time for which **we** provide cover as set out in the **Insurance Schedule** and for which we have accepted the premium.

#### Pet

The cat or dog named in the Insurance Schedule.

#### **Pre-existing medical condition**

Any condition, or complication directly resulting from or relating to that condition that has been identified or investigated by a vet or that has the same diagnosis, clinical signs or symptoms as a condition known to you prior to the start of this insurance, regardless of the areas affected in or on your pet's body.

#### Treatment

Any examination, consultation, advice, tests, x-rays, medication, surgery, nursing and care provided by a veterinary practice or a member of a professional organisation acting under their direction.

# United Kingdom

England, Scotland, Wales and Northern Ireland.

#### Vet

A qualified veterinary practitioner holding a current registration with the Royal College of Veterinary Surgeons and who works in clinical practice.

#### **Veterinary Fees**

The costs incurred for treatment of **your pet** by a **vet** for any condition, **injury** and/or **illness**.

#### **Working Dogs**

Your dog will be insured provided that it is not being used for breeding, racing, guarding, assisting, personal protection or search and rescue. This includes any transaction where **you** are paid monies for the use or service of **your pet**.

#### We, us, our

Covea Insurance plc

#### You, your

Person or persons named as the policyholder in the Insurance Schedule.

#### **Policy Conditions**

# 1. Amendments

You must tell **us** as soon as **you** are aware of any information about **you** or **your pet** which has changed.

#### 2. Cancellations

Your right to cancel

You are free to cancel this policy at any time by email help@rspca-petinsurance.com by telephoning us on 0330 134 8576 or by writing to us at RSPCA FREEPOST PetAdmin.

If **you** decide that for any reason, this policy does not meet **your** insurance needs, then please tell **us** in writing or call **us** on 0330 134 8576 within 14 days of issue. On the condition that no claims have been made or are pending, **we** will then refund your premium in full.

Thereafter, **you** may terminate this insurance at any time by sending **us** written notice. If **you** cancel the policy prior to the renewal date and have paid an annual premium, **you** will receive a pro rata return of premium provided that no claim has been made during the current **period of insurance**. If **you** are paying by monthly instalments no refund of premium is given.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** a premium refund may not be given or if **you** are paying **your** premium by monthly instalments **you** may be required to continue with these until the premium is paid in full.

In the event of the policy being cancelled following the death of the **pet** insured, the outstanding balance of the yearly premium due may be deducted from any claim settlement made.

#### Our right to cancel

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** known address. Valid reasons may include, but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

#### 3. Your Information and Changes in Circumstances

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in **your** application and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Examples of these are:

- A change to your address;
- If your pet's date of birth is incorrect;
- If you are no longer the owner of the pet.

#### 4. Contracts (Rights of Third Party) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 5. Data Sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the insurance industry, **we** will ask for **your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **your** claim. Failure to give **your** consent may prejudice **your** claim.

#### 6. Dealings with Your Vet

If a **vet** who is about to treat, or has treated **your pet**, requests information about **your** policy that relates to a claim or potential claim, **we** will tell the **vet** details of **your** cover, basis of **our** claims settlements and whether all premiums are paid to date.

You agree that any vet that has treated your pet has your permission to release any information that we might request concerning your insurance. Any charge for the release of this information will be your responsibility.

#### 7. False or Fraudulent Claims

If any claim made under this policy by **you** or anyone acting on behalf of **you** is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this policy shall be forfeited.

We will, at **our** discretion, terminate the policy from the date of claim, or alleged claim, or we will not pay the claim if a:

- claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- false declaration or statement is made in support of a claim.

In such circumstances, **we** will be entitled to retain the premium paid by **you** and to demand the return of any sums paid in respect of the claim.

#### 8. Missed Instalment Premiums

You must pay the premium for your pet to be insured. If you miss a monthly instalment, you will have to pay the balance of the yearly premium immediately. If the balance is not received within 10 days of the missed instalment, we may cancel your cover.

The full amount of any monthly instalment payments **you** should have paid, that **we** have not received at the date **we** settle a claim, may be deducted from any claim amount **we** pay to **you**.

#### 9. Other Insurances

If you make a claim under **Section 1 – veterinary fees** of this policy, and there is any other insurance covering the same event under which **you** are entitled to payments, **we** will only pay **our** proportion of the claim. If **you** make a claim under **Section 3 - Third party liability**, **we** will not pay any compensation, costs or expenses if **you** are insured under any other liability policy, including **your** household insurance, unless the cover has been exhausted.

#### 10. Renewal Terms

When **we** offer a further **period of insurance we** will be entitled to change the premiums, excess and conditions or to apply exclusions due to the claims history of **your pet**.

#### 11. Subrogation

If **you** have any legal rights against any other party in respect of **your** claim, **we** will be entitled to take legal action against them in **your** name but at **our** expense. **You** must assist **us** by providing any documents that **we** might reasonably request.

#### 12. Transferring Your Interest in the Policy

You must be the owner of the pet. Your cover will cease immediately if your pet is sold.

#### 13. Vaccinations & care

To the best of **your** knowledge and belief at the start of this insurance, **your pet** is in good health and free from any **injury**, **illness** or **condition** unless this has been disclosed by **you** and accepted by **us**. If **you** do not keep **your pet** vaccinated according to **your vet's** advice **we** will not pay any claims that result from any **illness** that it should have been vaccinated against. (Dogs: distemper, hepatitis, leptospirosis and parvovirus. Cats: feline infectious enteritis, feline leukaemia and cat flu).

During the **period of insurance you** must take care of **your pet**, which includes arranging and paying for any **treatment** normally recommended by **your vet** to prevent or reduce the risk of **illness** or **injury**, including routine dentistry.

# **Policy Limitations**

# 1. Age of your pet

We will not pay claims for any pet being under 8 weeks of age.

#### 2. Excluded breeds

This policy does not provide cover in any circumstances for:

Any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (Amendment) Act 1997 or any further amendments to these Acts, and/or any pet breed/species which is excluded by us and is listed below (including breeds which are known or classed as the names listed):

Abruzzese Mastiff, African Crested Dog, African Wild Dog, Alangu Mastiff, American Bulldog, American Bully, American Bully XL, American Indian Dog, American Mancon, American Mastiff, American Pit Bull Terrier, American Rottweiler, American Staffordshire Bull Terrier, American Staffordshire Terrier, Argentine Dogo, Argentinian Mastiff, Australian Dingo, Bandogge, Bandogge Mastiff, Blue Bull Terrier, Boerboel, Bole, Brazilian Mastiff, Bully, Bully Kutta, Canadian Inuit Dog, Canary Dog, Canary Mastiff, Cane Corso, Cão de Fila de São Miguel, Cão Fila, Chinese Shar Pei, Czechoslovakian Wolfdog, Dingo, Dogo Argentino, Dogue Brasileiro, East Siberian Laika, Fila Brasileiro, Gull Dong, Husky Wolf Hybrid, Inuit Dog American, Irish Staffordshire, Irish Staffordshire Blue Bull Terrier, Irish Staffordshire Bull Terrier, Irish Wolfhound, Italian Mastiff, Japanese Mastiff, Japanese Tosa, Johnson American Bulldog, Korean Jindo, Korean Mastiff, Laika, Libyan Desert Dog, Neapolitan Mastiff, Northern Inuit Dog, Pakistani Bull Dog, Perro de Presa Canario, Pit Bull Mastiff, Pit Bull Terrier, Pocket Bully, Presa Canario, Racing Greyhound, Sarloos Wolfhound, Shar Pei, South African Boerboel, South African Mastiff, Tamaskan Dog, Tibetan Mastiff, Tosa, Tosa Inu, Utonagan Dog, Wolf Hybrid and Wolfdog.

This includes any pet that is crossbred or mixed with any of these excluded breeds.

# 3. Excluded risks

We will not pay claims under any section excluded on the Insurance Schedule.

# 4. Notifiable diseases

- We will not pay claims due to:
- Rabies.
- Avian Influenza or any derivation or variant thereof.

#### 5. Radioactive contamination

We will not pay claims for any loss due to lonising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or explosive nuclear component of such assembly.

#### 6. Territorial limits

We will not pay claims for any incident occurring or treatment outside the United Kingdom.

#### 7. Terrorism

We will not pay claims for any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism in any way thereto. For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

#### 8. The use of your pet

We will not pay claims for any **pet** being used for breeding purposes and dogs used for guarding, racing, personal protection or search and rescue purposes. We will also not pay claims for any dogs being used as working dogs or gun dogs.

#### 9. War risks

We will not pay claims arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, riot, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

| Cover Levels    |   |                               |  |  |
|-----------------|---|-------------------------------|--|--|
| Veterinary Fees |   | Maximum Benefit               |  |  |
| Section 1       | Veterinary Fees   | £2,500 for each <b>injury</b> |  |  |
|                 | <ul><li>Including:</li><li>Dental treatment (due to accident)</li></ul> | £500                          |  |  |

| Other Benefits |                | Maximum Benefit |
|----------------|----------------|-----------------|
| Section 2      | Farewell cover | £150            |

| Third Party Liability |                                   | Maximum Benefit        |
|-----------------------|-----------------------------------|------------------------|
| Section 3             | Third party liability (dogs only) | £1,000,000 (per event) |

# Policy Cover

# Veterinary Fees Benefits

| What is covered   | What is not covered  |
|---|--|
| Section 1 - Veterinary fees The cost of treatment of your pet by a vet up to the maximum benefit for each identifiable injury resulting from an accident. The injury will become excluded when the maximum benefit or the 12 months' time limit is reached, whichever is first. The policy must be renewed for the cover to continue. If we offer and you accept our renewal invitation, covered treatment payments can continue to be paid until the maximum benefit is reached. | <ol> <li>More than the maximum benefit for the treatment costs of any<br/>injury.</li> <li>The cost of treatment of any injury more than 12 months after the<br/>first treatment date.</li> <li>Costs resulting from a pre-existing medical condition.</li> <li>Treatment costs for an injury resulting from an accident, that<br/>occurred before cover for your pet started, or occurring in the first<br/>48 hours of the start of cover for your yet.</li> <li>Cost resulting from treatment your vet recommends to prevent an<br/>illness or injury.</li> <li>Cost resulting from dentistry that is not related to an injury.</li> <li>Costs resulting from dentistry that is not related to an injury.</li> <li>Costs of an clinical diet.</li> <li>Costs of an dresulting from vaccinations, spaying, castration,<br/>including castration for retained testicle(s), false pregnancy and<br/>pregnancy or giving birth.</li> <li>Costs resulting from routine blood and urine tests (including those<br/>carried out prior to general anaesthesia or sedation).</li> <li>Any complementary treatments, including but not limited<br/>to: physiotherapy, acupuncture, homeopathy, osteopathy,<br/>hydrotherapy, acupuncture, homeopathy, osteopathy,<br/>hydrotherapy and chiropractic treatment.</li> <li>Costs of hospitalisation and any associated treatment unless a vet<br/>confirms your pet must be hospitalised for essential treatment,<br/>regardless of your personal circumstances.</li> <li>The cost of the emergency transportation of your pet to the vet's<br/>surgery, unless the vet confirms that this is necessary.</li> <li>Extra costs of treating your pet outside normal surgery hours<br/>unless the vet considers an emergency consultation is necessary.</li> <li>Costs that result from an injury specifically excluded on the<br/>Insurance Schedule.</li> <li>The cost of a post-mortem examination.</li> <li>The cost of a post-mortem examination.</li> <li>The cost of a post-mortem examination.</li> </ol> |

# Other Benefits

| What is covered  | What is not covered   |
|--|---|
| Section 2 – Farewell Cover<br>The cost of the fee charged by <b>your vet</b> to put <b>your pet</b> to sleep, and<br>the cost of cremation or burial, if <b>your pet</b> dies or has to be put to sleep<br>by a <b>vet</b> following an accident during the <b>period of insurance</b> . | <ol> <li>More than the maximum benefit</li> <li>Any amount after 180 days from the date of the loss.</li> <li>Death due to an injury resulting from an accident, that occurred before cover for your pet started, or occurring in the first 48 hours of the start of cover for your pet.</li> <li>Any claim resulting from an illness.</li> </ol> |

#### Third Party Liability

What is covered

# What is not covered

Section 3 – Third party liability (dogs only)

**IMPORTANT** – Please note this section of **your** policy does not provide cover for in any circumstances for any insured dog that is required to be registered under the the Dangerous Dogs Act 1991 and the Dangerous Dogs (Amendment) Act 1997 or any further amendments to these Acts, and/or any pet breed/species which is excluded by us and is listed below (including breeds which are known or classed as the names listed):

Abruzzese Mastiff, African Crested Dog, African Wild Dog, Alangu Mastiff, American Bulldog, American Bully, American Bully XL, American Indian Dog, American Mancon, American Mastiff, American Pit Bull Terrier, American Rottweiler, American Staffordshire Bull Terrier, American Staffordshire Terrier, Argentine Dogo, Argentinian Mastiff, Australian Dingo, Bandogge, Bandogge Mastiff, Blue Bull Terrier, Boerboel, Bole, Brazilian Mastiff, Bully, Bully Kutta, Canadian Inuit Dog, Canary Dog, Canary Mastiff, Cane Corso, Cão de Fila de São Miguel, Cão Fila, Chinese Shar Pei, Czechoslovakian Wolfdog, Dingo, Dogo Argentino, Dogue Brasileiro, East Siberian Laika, Fila Brasileiro, Gull Dong, Husky Wolf Hybrid, Inuit Dog American, Irish Staffordshire, Irish Staffordshire Blue Bull Terrier, Irish Staffordshire Bull Terrier, Irish Wolfhound, Italian Mastiff, Japanese Mastiff, Japanese Tosa, Johnson American Bulldog, Korean Jindo, Korean Mastiff, Laika, Libyan Desert Dog, Neapolitan Mastiff, Northern Inuit Dog, Pakistani Bull Dog, Perro de Presa Canario, Pit Bull Mastiff, Pit Bull Terrier, Pocket Bully, Presa Canario, Racing Greyhound, Sarloos Wolfhound, Shar Pei, South African Boerboel, South African Mastiff, Tamaskan Dog, Tibetan Mastiff, Tosa, Tosa Inu, Utonagan Dog, Wolf Hybrid and Wolfdog.

This includes any **pet** that is crossbred or mixed with any of these breeds.

#### What is covered under this section of your policy

We will pay all sums you are legally liable for as compensation, costs and/or expenses awarded by a court in the United Kingdom following an incident involving your insured dog within the United Kingdom, which occurs during the period of insurance, results in bodily injury (fatal or non-fatal) to another person or accidental damage to another person's property.

We will also, with their agreement, pay for legal costs and expenses incurred in defending the claim made against **you**.

The maximum **we** will pay under this section will not exceed the limit of indemnity as shown on **your policy schedule** in respect of a single incident for Third Party Liability.

#### What you pay

The excess shown on your policy schedule.

- 1. We will not pay the first £250 excess of any claim
- 2. We will not pay any amount if **your** dog is known as, identified as, crossed or mixed as described above.
- 3. We well not pay any claim if your dog has previously shown aggressive tendencies, aggressive behaviour or if it has ever acted aggressively towards another person or animal, or damaged another person's property.
- 4. We will not pay any amount if your dog has been diagnosed with or was known to suffer from a behavioural illness that causes your dog to show aggressive tendencies/aggressive behaviour and was present, diagnosed or noted before the start of your policy.
- 5. We will not pay any amount for an incident which has resulted from your pets pre-existing medical condition.
- 6. We will not pay any amount where **you** are held legally liable solely because of a contract or agreement **you** have entered in to.
- We will not pay for any amount arising as a result of any deliberate act, willful default or neglect by you or members of your immediate family.
- 8. We will not pay any cost arising as a result of any person handling **your** dog without your consent.
- 9. We will not pay 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.
- 10. We will not pay any claim or other proceedings against you or your immediate family in a court of law outside the United Kingdom or where the incident which resulted in the claim occurred outside the United Kingdom.
- 11. We will not pay the cost for any bodily injury to, or loss or damage to property in the ownership, custody or control of, you or members of your immediate family or household, or any person employed by you or members of your household, or who were looking after your insured dog with your permission.
- 12. We will not pay the cost for damage to property or bodily injury (fatal or non-fatal) to any person who has contact with your insured dog for professional purposes, such as a vet, or any person employed in a veterinary practice, a dog walker or trainer, a dogsitter or kennels employee or a person employed by or working in a grooming parlour.
- 13. We will not pay any amount which is in any way connected to your, or your immediate family's work, employment or profession, or place of work.
- **14.** We will not pay any loss which occurs in a place which is licensed to sell alcohol if this is where **your** dog normally lives or is kept.
- 15. We will not pay any amount which is insured under another insurance policy, such as your household insurance policy, which covers the same loss unless that insurance cover has been exhausted.
- **16.** We will not pay any amount whilst **your pet** is competing in any type of competition, including but not limited to field trials, dog shows and/or breeders' competitions.
- 17. We will not pay if your insured dog is an assistance dog as we are unable to provide cover under this section unless they have been trained, or are in the process of being trained, in strict accordance with the guidance of a member organisation of Assistance Dogs United Kingdom and you can provide evidence of this upon our request.
- Regardless of how many of your dogs are involved within the same incident, the maximum indemnity payable will be limited to £2 million.
- 19. We will not pay any costs associated with a professional completing a claim form, postage and packaging, courier fees or other administration work.
- 20. We will not pay any amount that results from your dog being used as part of a business or where you have been paid for your dog's assistance and/or service.

# Third Party Policy Conditions

# Fraud

1. It is a condition precedent to **our** liability that on the happening of any bodily Injury or damage **you** or **your** legal personal representative shall at **your** own expense:

- give immediate notice to us
- take all reasonable precautions to prevent further bodily Injury or damage within 30 days submit full details of the incident
- supply all information and assistance as may be required
- send us any writ summons or other legal process issued or commenced against you, immediately and unanswered
- notify us immediately of any impending prosecution inquest or fatal accident inquiry.
- 2. It is a condition precedent to **our** liability that **you** shall not negotiate admit or repudiate any liability without **our** written consent
- 3. We shall be entitled:
  - (a) to negotiate defend or settle in the name of and on your behalf any claim made against you as we deems appropriate
  - (b) to prosecute at our expense and for their own benefit any claim for indemnity damages or otherwise in your name
  - (c) at any time to pay to you the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## Additional Information

#### Law Applicable

This contract is governed by English law unless **you** have asked for another law and **we** have agreed to this in writing before the policy start date, and for the purpose of legal proceedings it is subject to the jurisdiction of the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

#### Language applicable to this contract

The contractual terms and conditions and other information relating to this contract will be in the English language.

#### Legal

#### Data Privacy

Covea Insurance plc will be a data controller in respect of any data it processes in relation to the Administration, Underwriting and Claims Handling of your policy. Full details of how Covéa Insurance plc will process data and **your** data protection rights is available at www. coveainsurance.co.uk/dataprotection.

You can contact the Data Protection Officer at Covéa Insurance plc by writing to Data Protection Officer, Covea Insurance plc, A + B Mills, Dean Clough, Halifax HX3 5AX or email: dataprotection@coveainsurance.co.uk You must not act in a fraudulent manner. If you or anyone acting for you make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect or make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect or make a claim in respect of any loss or damage caused by your wilful act or with your involvement. Then:

- We shall not pay the claim.
- We shall not pay any other claim, which has been or will be made under the policy.
- We may at our discretion declare the policy void.
- We shall be entitled to recover from you the amount of any claim already paid under the **policy** since the last renewal date.
- We shall not make any return of the premium.
- We have the right to inform the police and other appropriate authorities or share this information with the Insurance Fraud Investigators Group (IFIG) or other Fraud authorities.

In order to prevent fraud, **we** may share **your** information with credit reference agencies and other insurance companies either directly or through anti-fraud databases which they may have access to.

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