

VILLAGE VET – THE VET YOUR PET WOULD CHOOSE

**VILLAGE VET TOTAL CARE INSURANCE
POLICY DOCUMENT**

PREMIER PLUS (INCLUDING PREVENTATIVE CARE VOUCHERS)

This is *Your* Policy Document

Welcome to your Village Vet pet insurance policy booklet. This should be read in conjunction with the accompanying Key Facts document, *Schedule* and Statement of Fact. The *Schedule* contains information about *You, Your Pet(s)*, the period of cover, level of cover and premium. Please do not hesitate to contact us on 0845 567 0088 if you have any questions regarding your policy and we will be happy to help.

Please note, it is up to *You* to ensure that the cover *You* have selected is appropriate for *Your* needs. *We* cannot advise *You* on whether this policy meets *Your* personal objectives, financial situation or needs.

You have informed *Us* that *Your Pet* is in good health as at the *Commencement Date* and does not have any *Illness* or *Injury*, save for those which have been notified to and accepted by *Us*. *You* must notify *Us* as soon as possible of any changes which may affect the cover provided and which have occurred since the cover started. If *You* do not inform *Us* of any changes, this policy may become invalid and may not provide the cover *You* require.

This policy does not cover every circumstance or expense and some exclusions therefore apply. Details of the exclusions applicable to each Section of cover are included within each Section, and details of general exclusions, which apply to all sections of cover, can be found in the 'General Exclusions' Section of this document.

During the *Policy Period*, in return for payment of the correct premium, *We* will provide insurance for the *Pet(s)* named on the *Schedule* for the *Benefit Limits* noted on the *Schedule* as per the policy terms and conditions set out in this document. In the event of payment default *You* have 7 days to contact *Us* and arrange payment. If payment is not received *Your* policy will be cancelled with effect from the date that cover stopped being paid for. *You* will not be entitled to any of the benefits provided by *Your* policy after this date.

Signed for and on behalf of the Insurer

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

David Mifsud FCII Chartered Insurer
Chief Underwriting Officer

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POLICY TERMS AND CONDITIONS

SECTION 1 – DEFINITIONS AND TERRITORIAL LIMITS

When interpreting this policy references to the singular include the plural and vice versa and reference to the masculine include the feminine and vice versa. The following words will have the meanings described below wherever they appear in this document.

Accident means a sudden, unforeseen, and unintended event causing *Injury* to *Your Pet*.

Atlas TVIS, We, Our, Us means Atlas Insurance PCC Limited (hereinafter referred to as “Atlas”) in respect of its TVIS Cell, a protected cell of Atlas. The registered office of Atlas is situated at 48-50 Ta’ Xbiex Seafront, Ta’ Xbiex XBX1021, Malta and is registered in Malta under company registration number C 5601.

Benefit Limit means the maximum amount that *We* will pay, as noted on the *Schedule*, for each applicable section.

Bilateral Condition means any *Condition* affecting body parts of which *Your Pet* has two (i.e. one on each side of the body, for example ears, eyes, knees, cruciate ligaments). When applying a *Benefit Limit* or exclusion, *Bilateral Conditions* are considered as one *Condition*.

Chronic Condition means a *Condition* which, once developed, is deemed incurable or is likely to continue for the remainder of *Your Pet’s* life.

Clinical Signs means changes in *Your Pet’s* normal healthy state, condition, appearance, its bodily functions or behaviour.

Commencement Date means the date, as noted on the *Schedule*, on which cover under this policy starts.

Complementary Medicine means physiotherapy, chiropractic therapy, hydrotherapy, acupuncture, homeopathic or herbal medicines administered by a suitably qualified practitioner following a recommendation from a qualified *Vet*.

Complementary Medicine also covers *Treatment* provided by a suitably qualified practitioner in treating *Your Pet* for Behavioural Problems. The following practitioners are considered to be suitably qualified:

Physiotherapy and hydrotherapy - members of the British Veterinary Rehabilitation and Sports Medicine Association (BVRMSA), Association of Chartered Physiotherapists in Animal Therapy (ACPAT), National Association of Veterinary Physiotherapists (NAVVP), National Association of Registered Canine Hydrotherapists (NARCH) or Canine Hydrotherapy Association (CHA).

Acupuncture - members of the Association of British Veterinary Acupuncturists (ABVA).

Chiropractic therapy – must be carried out by a chiropractor with either a Post Graduate Diploma in Animal Manipulation, an MSc in Animal Manipulation or Diploma in Animal Manipulation.

Homeopathic/herbal medicine – must be recommended and prescribed by a qualified *Vet*.

Behavioural therapy - Certified Clinical Animal Behaviourist by the Accreditation Committee of Association for the Study of Animal Behaviour (ASAB) or member of the International Association of Animal Therapists.

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Condition means any *Injury* sustained during or resulting from a single *Accident* or any manifestation of an *Illness* having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of *Your Pet's* body affected.

End Date means the date on which this policy ends, which will be the earliest of the following:

- the date of *Your Pet's* death; or
- the date *You* fail to pay the premium; or
- the date *You* cancel this policy; or
- the date *We* cancel or do not renew this policy for whatever reason

Excess in the context of the 'Veterinary Fees' section means the amount, as noted on the *Schedule*, which is collected for each *Illness* or accidental *Injury Condition* treated that is not related to any other *Illness* or accidental *Injury Condition*. In the context of the 'Public Liability' section, *Excess* means the amount, as noted on the *Schedule*, which is collected for each and every Public Liability *Incident* relating to loss or damage to property.

Holiday means a recreational or pleasure trip made by *You* outside the United Kingdom, which commences and ends in the United Kingdom. Please note that for the 'Overseas Travel Extension' Section, the definition of *Holiday* is expanded to include *Your Pet* accompanying *You on Holiday*, however cover is restricted to travelling with *Your Pet* in European Union member countries which are included in the Pet Travel Scheme (PETS) only.

Illness means sickness, disease, infection or any change in *Your Pet's* normal healthy state which is not caused by *Injury*.

Immediate Family means *Your* parent, brother, sister, son, daughter, spouse, life partner or civil partner.

Incident, in the context of the 'Public Liability' section only, means an event or all events of a series consequent to one original cause.

Injury means damage to one or more parts of *Your Pet's* body as a result of one accidental cause

Market Value means the price usually paid for a *Pet* of the same age, breed, pedigree and sex at the time a claim is made under this insurance.

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

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

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

Pre-existing Condition means:

- any *Condition*, symptom or sign of a *Condition* occurring or existing in any form prior to the *Commencement Date*; or
- any *Illness*, symptom or sign of an *Illness* occurring or existing in any form during the *Waiting Period*.

Preventative Treatment Vouchers means the preventative *Treatment* vouchers which are included with *Your* policy documentation.

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Proposal Form means *Your* online or telephone application for this Pet Insurance which contains the facts disclosed to *Us*.

Recurring Condition means a *Condition* that is curable but may recur.

Schedule means the document which contains important information about *You* and this policy and forms part of the policy document.

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

Vetsure is a trading name of TVIS Limited, who on behalf of *Atlas TVIS*, is responsible for the provision of quotes, the sale of policies, the renewal of policies, making changes to existing policies at *Your* request (including cancellations), premium collection and claims handling. They can be contacted on 0845 567 0088 and / or by emailing info@vetsure.com. Their registered office is 2nd Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA. Their Company Registration number is 06820979. TVIS Limited are authorised by the Financial Conduct Authority (FCA No. 523215).

Unlicensed Medication means any medication/drug that has not been licensed for use against the *Condition* for which it has been prescribed.

Vet means a Registered Veterinary Surgeon actively working as a Veterinary Surgeon within the United Kingdom. Please note that for the 'Overseas Travel' Section, the definition of *Vet* is expanded to include registered Veterinary Surgeons working within the European Union member countries which are included in the Pet Travel Scheme (PETS) only.

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

Village Vet Clinic means any clinic which is part of the Village Vet group of Veterinary Clinics. A full list of participating clinics can be found on their website www.villagevet.co.uk.

Waiting Period means a period of 14 days from the *Commencement Date* during which an *Illness* occurs or shows *Clinical Signs* will be excluded from cover unless otherwise agreed by *Us* and noted on the *Schedule*.

Your Vet means the *Vet* or veterinary practice *You* employ to carry out *Your Pet's Treatment*.

You, Your means the person named as the policy holder on the *Schedule*. Please note that for the 'Public Liability' Section, the definition of *You, Your* is expanded to include any person looking after or handling *Your Pet* with your permission as long as *You* did not agree to pay or otherwise remunerate them for doing so.

All defined terms appear in italics throughout the policy documentation.

Territorial Limits

Cover is provided under all Sections of the policy whilst in the United Kingdom (England, Scotland, Wales, Northern Ireland) and the Channel Islands and the Isle of Man.

Cover is also provided as detailed in the 'Overseas Travel' Section only, whilst *Your Pet* is temporarily located in European Union member countries which are included in the Pet Travel Scheme (PETS).

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COVER

In return for payment of the correct premium, *We* will provide cover for the following sections, subject as always to the policy terms, conditions and exclusions:

SECTION 2 - VETERINARY FEES

2.1 Cover

We will pay the claim amount, for normal and customary *Veterinary* fees, up to the maximum *Benefit Limit* amount of £5,000 per *Policy Period*, for each *Illness, Injury* or *Condition*, for *Treatment* and up to a maximum *Benefit Limit* of £750 per *Policy Period* for *Complementary Medicine*.

For the avoidance of doubt, please note that the *Benefit Limit* for *Complementary Medicine* and *Special Diet* is included within the maximum *Benefit Limit* amount of £5,000.

When processing a claim, the *Benefit Limit* will be applied separately to each unrelated *Injury, Illness* or *Condition*.

If total *Veterinary Fees* appear likely to exceed £1,000 *You* must notify *Vetsure* immediately for pre-authorisation as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

2.2 Level of *Veterinary Fees* allowed

Every claim will be assessed and *We* reserve the right to obtain a second opinion from *Our* veterinary advisor where *We* consider:

- *Veterinary Fees* charged appear greater than conventional fees charged by an attending/referral practice; and/or
- *Treatment* received may not have been required or may have been excessive when compared with *Treatment* conventionally undertaken by an attending/referral practice

Where there is a dispute *We* will pay only those *Veterinary Fees* deemed normal and customary by *Our* veterinary advisor. *We* will pay only up to a 100% mark-up on veterinary medicines.

2.3 Special Diet

We will contribute to the cost of *Your Pets* therapeutic food, as part of the *Treatment* of a disease process, up to a maximum of £100 per *Policy Period* (*Benefit Limit*), as long as it is prescribed by *Your Vet*. Please note *We* will only pay the difference between the normal cost of feeding *Your Pet* and what *You* pay extra for the prescribed diet. *We* will deduct 53p a tin and £1.00 per kilo as *Your* normal feeding costs for *Your Pet*.

2.4 Exclusions

No benefit will be payable in respect of:

2.4.1 costs resulting from an *Illness* that first showed *Clinical Signs* prior to the *Commencement Date* or within the *Waiting Period*;

2.4.2 costs resulting from an *Illness* or *Injury* that;

2.4.2.1 is the same as or has the same diagnosis or *Clinical Signs* as an *Injury* or *Illness* *Your Pet* had prior to the *Commencement Date*;

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2.4.2.2 is caused by, relates to or results from an *Injury* or *Illness* *Your Pet* had prior to the *Commencement Date*;

Please note if *Your Pet* first showed any *Clinical Signs*; or *Illness*; or was diagnosed with a *Condition* during the *Waiting Period* or prior to the *Commencement Date*, We reserve the right to apply an exclusion to *Your Policy* in respect of this *Illness* or *Condition*.

- 2.4.3 costs resulting from or related to any excluded *Condition* noted on the *Schedule*;
- 2.4.4 costs for cosmetic *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a *Vet* to prevent an *Injury* or *Illness* including vaccination, spaying, castration, Cryptorchidism (retained testes), stem cell/gene therapy, dew claw removal for preventative reasons, grooming, nail clipping, breeding, whelping, kitting, bathing, dematting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;
- 2.4.5 any costs associated with routine or investigative laboratory tests or procedures unless the *Clinical Signs* and/ or symptoms exist and the tests and procedures are to diagnose a specific *Condition*.
- 2.4.6 any dental or gum *Treatment*, unless required as a direct result of an *Accident* or *Injury* to *Your Pet*.
- 2.4.7 any dental or gum *Treatment* as a direct result of an *Illness*. However, please note We will cover the cost of the physical extraction if *Your Pet* suffers an *Illness*, but no anaesthetics or antibiotics or associated costs will be covered.
- 2.4.8 *Treatment* received by *Your Pet* after the *End Date*;
- 2.4.9 the cost of any *Treatment* if a claim has not been submitted within 90 days of the first date that *Your Pet* received *Treatment*;
- 2.4.10 any costs for *Treatment* of an *Accident* or *Injury* or euthanasia arising as a result of the vicious tendencies of *Your Pet*;
- 2.4.11 any costs for house calls/out-of-hours calls unless a *Vet* confirms that *Your Pet* was suffering from a life-endangering *Condition*. Services at Vet 24 Clinics are included but the additional cost incurred as a result of the out-of-hours consultation fee (over and above that of a normal Village Vet consultation fee) will only be covered if it was deemed that *Your Pet* was suffering from a life-endangering *Condition* or *Your Vet* confirms an emergency consultation was necessary. *Your* personal circumstances will not be covered;
- 2.4.12 costs of putting *Your Pet* to sleep for financial reasons or if *Your Pet* is older than 8 years of age;
- 2.4.13 cremation and disposal costs;
- 2.4.14 costs not backed up by a receipt/invoice showing full details of the costs incurred;
- 2.4.15 any costs for filling in the claim form or obtaining case history from the *Vets*;

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- 2.4.16 any costs for diets, housing, beds, or any *Treatment* for the general wellbeing of *Your Pet*;
- 2.4.17 any *Treatment* exceeding £5,000 per *Condition*, £750 for *Complementary Medicine* and any Special Diet in excess of £100.00, per *Policy Period*.
- 2.4.18 any cost of pheromone products, including DAP diffusers and Feliway and/or similar feline facial pheromone products used in either a spray or an electric diffuser format.
- 2.4.19 any other costs that are indirectly caused by the event which led to *Your* claim, unless specifically stated as covered under this Policy.
- 2.4.20 any *Unlicensed Medication* unless the prescribing *Vet* can confirm, on request, that this has been clinically proven to have beneficial effect for the *Condition* in question.
- 2.4.21 any costs for tests or procedures undertaken under the direction of *You* or the *Vet* to satisfy academic curiosity or to determine the exact cause of the *Condition* but which would, from the outset, have had no significant impact on the choice of *Treatment* undertaken.
- 2.4.22 the costs associated with the *Treatment* of false pregnancy if *Your Pet* has already received *Treatment* for two or more occurrences of false pregnancy.
- 2.4.23 any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints.
- 2.4.24 the *Excess* applicable to this section of the policy. Please refer to *Your Schedule* for details.

Please note for *Pets* aged 8 years and over; a co-payment will apply to each and every claim payment for *Veterinary Fees*, *Special Diet* and *Complementary Medicine*, which is in addition to the applicable standard *Excess*. The co-payment will be calculated based on the amount left after the *Excess* has been deducted. Please refer to *Your Schedule* for details.

SECTION 3 - PREVENTATIVE TREATMENT VOUCHERS

3.1 Cover

Your cover includes *Preventative Treatment Vouchers* and these vouchers form part of *your* policy documentation. Please refer to the vouchers themselves for full details of the benefits they provide and associated terms and conditions.

3.2 Redeeming of *Preventative Treatment Vouchers*

- 3.2.1 The *Preventative Treatment Vouchers* can only be redeemed at a *Village Vet Clinic* and should be presented to a member of clinic staff. The vouchers are only valid for one cat or one dog, insured under *Your* Village Vet Total Care Gold Insurance policy and each voucher may only be used once.
- 3.2.2 The choice of products and/or services offered in exchange for the *Preventative Treatment Vouchers* is at the sole discretion of *Your Village Vet Clinic*

3.3 Specific Conditions

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- 3.3.1 The *Preventative Treatment Vouchers* are valid for use between the dates displayed on the vouchers themselves (provided *Your Village Vet Gold* policy is still in force and/or *Your* premium payments are up to date).
- 3.3.2 The *Preventative Treatment Vouchers* are only valid for use by Village Vet Gold Insurance policyholders and are not transferrable.
- 3.3.3 *Preventative Treatment Vouchers* have no monetary value and can only be redeemed against the cost of services as stated on the vouchers themselves. Where the value of a *Preventative Treatment Voucher* exceeds the cost of the service no refund will be given.
- 3.3.4 Please refer to the *Preventative Treatment Vouchers* for further details of applicable terms and conditions.

SECTION 4 - DEATH OF PET FROM ACCIDENT OR ILLNESS

4.1 Cover

We will pay up to the maximum *Benefit Limit* noted on the *Schedule*, the *Market Value* or the *Purchase Price* (whichever is the lesser) of *Your Pet* if *Your Pet* dies during the *Policy Period* or is put down for humane reasons because of an *Accident* or *Illness*.

4.2 Exclusions

The following are excluded from cover:

- 4.2.1 Putting a *Pet* to sleep due to law, regulation, an order of the Privy Council, a government department, a public authority or similar, or an order related to a 'notifiable' disease.
- 4.2.2 Death during or after a surgical operation or a general anaesthetic unless a qualified *Vet* certifies that it was necessary because of *Accident* or *Illness*.
- 4.2.3 Putting a *Pet* to sleep for financial reasons or putting a dog to sleep because of its vicious tendencies or problems with its behaviour.
- 4.2.4 Death due to *Illness* of any dog or cat aged 8 years or over at the time of its death.
- 4.2.5 Any death resulting from breeding, pregnancy or giving birth.
- 4.2.6 Any claim if the death has been a result of preventative, routine or elective *Treatment / procedure*. Please see *Veterinary Fees* for further details.
- 4.2.7 Any death caused by an *Illness* and/ or *Clinical Signs* that were first noticed before the *Commencement Date* or within the first 14 days of the policy *Commencement Date (Waiting Period)*.

4.3 Specific Conditions

- 4.3.1 If *Your Pet* has an *Illness* or suffers an *Accident*, *You* must immediately, at *Your* own expense, get a qualified *Vet* to treat *Your Pet*. *You* must allow the *Vet* to take *Your Pet* away for *Treatment* if the *Vet* considers this necessary. *You* must provide *Us* with a report from the attending *Vet*.
- 4.3.2 In determining the value of *Your Pet*, *We* will take into account the age, sex, breed and whether *Your Pet* is a registered pedigree. However, please note payment is

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limited up to 50% of the settlement amount due in respect of a *Pet* aged 6 years or older.

- 4.3.3 You must advise *Vetsure* as soon as possible in writing of the *Pet's* death but not later than 30 days after *Your Pet* has been put down and, if requested by *Vetsure*, arrange for a qualified *Vet* to certify the cause of death and to conduct a post-mortem examination the costs of which will be borne by *You*.

SECTION 5 - PUBLIC LIABILITY

This Section applies for dogs only.

5.1 Cover

We will pay up to the maximum *Benefit Limit* noted on the *Schedule* in respect of:

- 5.1.1 civil compensatory damages and related claimant's costs and expenses that *You* become legally liable to pay; and/or
- 5.1.2 legal and other costs that have been incurred with *Our* written consent for defending civil litigation

in relation to claims made against *You* for death, bodily injury, loss or damage to property arising from an *Incident* that occurred within the United Kingdom during the *Policy Period* and caused by or through *Your* ownership of *Your Pet*.

5.2 Exclusions

This Section shall not apply to liability in respect of:

- 5.2.1 death or bodily injury, loss or damage to property sustained in connection with *Your* carrying on of any trade, business or profession or the use of *Your Pet* for hire or reward;
- 5.2.2 death or bodily injury to:
- *You*,
 - any person that lives with *You*,
 - any member of your *Immediate Family*,
 - anyone employed by *You* in any capacity.
- 5.2.3 loss or damage to any property owned by, held in trust by, in the charge of:
- *You*,
 - any person that lives with *You*,
 - any member of your *Immediate Family*,
 - anyone employed by *You* in any capacity.
- 5.2.4 death or bodily injury, loss or damage to property sustained in connection with air, water or soil pollution except if it can be proven that such pollution occurred immediately after and as a result of an incident involving *Your Pet*;
- 5.2.5 any event which results from *Your* deliberate act or omission and which could reasonably have been expected by *You* having regards to the nature and circumstances of such act or omission;
- 5.2.6 any *Incident* which is covered under any other insurance policy (such as home insurance) unless the cover under that policy has been used up;

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- 5.2.7 death or bodily injury, loss or damage to property as a result of *Your Pet's* interaction with other animals or worrying livestock;
- 5.2.8 death or bodily injury, loss or damage to property as a result of any person handling *Your Pet* without *Your* permission or consent;
- 5.2.9 liability created by an agreement which would not have existed in the absence of the agreement;
- 5.2.10 fines, penalties and non-compensatory damages of any sort.
- 5.2.11 the applicable *Excess* which applies per *Incident* in respect of liability regarding loss or damage to property.

5.3 Specific Conditions

- 5.3.1 *You* must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an *Incident*.
- 5.3.2 *You* must inform *Us* immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings. *You* must send *Us* all correspondence and documentation *You* receive without replying to it.
- 5.3.3 *You* must allow *Us* to take over and conduct in *Your* name the defence or settlement of any claim for *Our* own benefit.
- 5.3.4 *You* must allow *Us* to institute proceedings in *Our* name, at *Our* own expense and for *Our* own benefit, to recover compensation or secure an indemnity from any third party and provide *Us* with all information and assistance as *We* may require.
- 5.3.5 If more than one of *Your* dogs insured under this policy or any other policy with *Us* are involved in, or contribute towards, an *Incident*, only one *Benefit Limit* (as noted on the *Schedule*) will apply to the *Incident* for all of the dogs.

SECTION 6 - EMERGENCY BOARDING KENNEL AND CATTERY FEES

6.1 Cover

We will pay, up to the a maximum amount of £750 per *Policy Period*, for the cost of boarding *Your Pet* for the duration that *You* are registered as an in-patient of a hospital provided *You* suffer:

- 6.1.1 any bodily Injury, sickness or disease and *You* are in hospital for longer than 3 consecutive days during a *Policy Period*; and
- 6.1.2 there is no other responsible person who can care for *Your Pet*. *You* must board *Your Pet* at a licensed kennel or cattery or place it in the care of a professional home carer.

6.2 Exclusions

No benefit will be paid in respect of:

- 6.2.1 Any claims by *You* for:

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- 6.2.1.1 any hospitalisation that could reasonably have been expected or foreseen when *You* took out or renewed this policy and any potentially recurring medical Condition *You* or *Your* partner already have.
- 6.2.1.2 any costs resulting from *You* or *Your* partner being pregnant, giving birth or receiving any treatment that is not as a result of an injury or illness.
- 6.2.2 any claims by *You* for:
 - 6.2.2.1 costs if *You* knew or could reasonably have known on the *Commencement Date* that *You* were likely to need to go into hospital;
 - 6.2.2.2 costs as a result of any hospital stay that was not on the advice of a doctor, specialist or consultant; or
 - 6.2.2.3 costs as a result of nursing-home care or convalescence care that *You* do not receive in hospital.
 - 6.2.2.4 costs as a result of *You* being hospitalised for alcoholism, drug abuse, attempted suicide or self inflicted injuries.
- 6.2.3 any claim if:
 - 6.2.3.1 *You* do not provide *Us* with a receipt from the boarding kennel or cattery clearly showing the name of *Your Pet*, the kennel or cattery owner's name and address, the date(s) *Your Pet* was kept at the kennel or cattery and the daily amount charged; or
 - 6.2.3.2 *We* do not receive a medical certificate from the hospital *You* attended showing *Your* name, address and the dates of the hospital confinement.

SECTION 7 - HOLIDAY CANCELLATION

7.1 Cover

We will pay up to a maximum amount of £1,000 per *Policy Period* for any reasonable travel and accommodation expenses incurred by *You* if *You* have to cancel or cut short *Your Holiday* because *Your Pet*:

- 7.1.1 needs immediate life saving surgery while *You* are away or up to 14 days before *You* leave; or
- 7.1.2 goes missing while *You* are away.

You must, at *Your* own expense, provide *Us* with receipts showing the dates and costs *You* had to pay because of cancelling or cutting short *Your Holiday* from the travel company, tour operator or other similar party.

7.2 Exclusions

The following are excluded from cover:

- 7.2.1 any *Holiday* costs where the *Holiday* was booked less than 28 days before *You* leave;
- 7.2.2 the amount *You* can claim back from anywhere else. If a Travel Insurance policy was in force this cover will not be operative;

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- 7.2.3 any extra costs incurred because *You* delayed letting the company providing *Your* transport and accommodation know *You* had to cancel;
- 7.2.4 any costs for anyone else that is on *Holiday* with *You*;
- 7.2.5 surgery for non life-saving operations.

SECTION 8 - THEFT OR STRAYING

8.1 Cover

We will pay, up to the *Benefit Limit* noted on the *Schedule*, the *Market Value* or the *Purchase Price* (whichever is the lesser) if *Your Pet* is not found within 45 days of straying or being stolen. *Your Pet* must have disappeared from *Your* address or any other place as may be noted in the *Proposal Form* or in any endorsement. *You* must report the loss of *Your Pet* to at least one rescue centre in the case of a cat and in the case of a dog to a dog warden.

Theft should be reported to police and have a crime incident number. *You* must provide *Us* with the telephone number of the police station.

We will pay an additional amount up to 15% of the *Purchase Price* as noted on *Your Schedule*, to a maximum of £250, to cover the cost of advertising for *Your* lost *Pet* and/or paying a reward which leads to getting *Your Pet* back, provided that *You* first obtain *Vetsure's* written agreement.

8.2 Exclusions

- 8.2.1 Theft which does not involve forcible and violent entry to a secure area, such as a pen or *Your* home.
- 8.2.2 Any reward to a member of *Your* family, to any person known to *You*, or to the person who was caring for *Your Pet* at the time of the incident.
- 8.2.3 Any claim where *You* or the person looking after *Your Pet* has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the *Pet's* loss would not be deemed to have been stolen i.e. abandoned deliberately.

8.3 Specific Conditions

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

SECTION 9 - ACCIDENTAL DAMAGE

9.1 Cover

We will pay up to a maximum amount of £250 per *Policy Period* for any reasonable costs incurred following accidental damage to personal property that is not owned by *You*, a member of *Your Immediate Family*, a relative, employee, guest or other person who is responsible for or in control of *Your Pet*, such damage being caused directly by *Your Pet*.

You are covered while *Your Pet* is visiting someone else's property, whether or not *You* are legally liable for the damage. *You* must, at *Your* cost, provide *Us* an independent

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proof of the value of the property and the damaged item must not be disposed of without *Our* written consent.

9.2 Exclusions

The following are excluded from cover:

- 9.2.1 damage to any motor vehicle or its contents;
- 9.2.2 damage caused by *Your Pet* vomiting, defecating (fouling) or urinating; or
- 9.2.3 damage while *Your Pet* is left unattended.

SECTION 10 - TRANSPORTATION COSTS

10.1 Cover

We will pay up to £200 for mileage costs incurred by *You* if a *Vet* refers *Your Pet* to another practice or veterinary hospital. Mileage costs will be calculated at 11p per mile.

10.2 Exclusions

- 10.2.1 Any repeat journey costs unless agreed to by *Us* in writing.
- 10.2.2 Any loss not supported by a detailed receipt in respect of public transport or fuel and full mileage details if *You* travelled by motor vehicle.
- 10.2.3 Any costs for wear and tear.

SECTION 11 - PERSONAL ACCIDENT COVER

11.1 Cover

We will pay up to £200 as a result of lost income if *You* are bitten by *Your Pet* while *You* are caring for it and have to miss work as a result of the injury.

11.2 Exclusions

- 11.2.1 Any losses not supported by a doctor's note confirming the injury suffered;
- 11.2.2 Any losses not supported by proof of lost income, either provided by *Your* employer or *Your* accountant;
- 11.2.3 Any damage as a result of a *Pet* that is known to have vicious tendencies unless *We* have been previously told about this and have accepted it in writing.

SECTION 12 - DOG WALKER COVER

12.1 Cover

We will pay up to a maximum amount of £100 per *Policy Period*, for the reasonable cost of paying someone to walk *Your* dog daily if *You* suffer any bodily injury, sickness or disease that requires *You* to be admitted to hospital.

Your stay in hospital must be longer than 3 (three) consecutive days and there must be no member of *Your Immediate Family* able to look after *Your* dog. *You* must seek *Our* agreement to the amount to be paid to the person looking after the dog before *You* appoint them unless *You* are admitted to hospital as a result of emergency hospital treatment and are unable to obtain *Our* agreement to the cost.

12.2 Exclusions

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12.2.1 Any claims by *You* due to:

12.2.1.1 pregnancy;

12.2.1.2 self inflicted injuries, drug abuse, alcoholism,

12.2.1.3 any hospital treatment that was expected or probable when *You* started or renewed this policy; and any medical conditions *You* already have or which might happen again.

12.2.1.4 Any claim where *We* do not receive a medical certificate from the hospital *You* attended showing *Your* name, address and the dates *You* were hospitalised.

SECTION 13 - OVERSEAS TRAVEL EXTENSION

13.1 Emergency Veterinary *Treatment* Abroad

13.1.1 Cover

If *Your Pet* needs emergency veterinary *Treatment* as a result of an *Injury* or *Illness* that first shows *Clinical Signs* while *You* are on *Holiday* with *Your Pet*, *We* will pay up to a maximum amount of £2,000 per *Policy Period* towards the reasonable costs of emergency veterinary *Treatment*. This cover applies to a maximum *Holiday* duration of no more than 90 days made up of no more than 4 *Holidays* in total per *Policy Period*.

13.2 Quarantine costs

13.2.1 Cover

If *Your Pet* needs to go into quarantine as a result of an *Illness* that first shows *Clinical Signs* while *You* are on *Holiday* with *Your Pet*, despite *Your* adherence with the regulations of the Pet Travel Scheme (PETS) or *You* have to get a new pet passport for *Your Pet* if their microchip fails while *You* are on *Holiday* with *Your Pet*, *We* will pay up to a maximum amount of £1,500 per *Policy Period* towards the reasonable costs of quarantine kenneling. This cover applies to maximum *Holiday* duration of no more than 30 days and for up to 2 *Holidays* in total per *Policy Period*.

We will also pay up to £250 per *Policy Period* for replacing *Your Pets* passport or *Your Pets* Health Certificate if the original becomes lost, stolen or destroyed during a *Holiday* with *Your Pet*, including any associated quarantine costs during the *Holiday*, as a direct result of the loss, theft or destruction of either document.

13.3 Exclusions

13.3.1 Any costs in excess of;

13.3.1.1 £2,000 for emergency *Veterinary Fees*;

13.3.1.2 £1,500 for quarantine costs;

13.3.1.3 £250 for loss of *Your Pets* documents or associated costs of Quarantine;

13.3.2 Any costs resulting from a *Holiday* that started before the *Commencement Date*;

13.3.3 Any costs resulting from:

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- 13.3.3.1 an *Injury* or *Illness* that first showed *Clinical Signs* before *Your Holiday* started; or
- 13.3.3.2 an *Injury* or *Illness* that is the same as or has the same diagnosis or *Clinical Signs* as an *Injury*, *Illness* or *Clinical Sign* *Your Pet* had before *Your Holiday* started; or
- 13.3.3.3 an *Injury* or *Illness* that is caused by, relates to or results from an *Injury*, *Illness* or *Clinical Sign* *Your Pet* had before *Your Holiday* started no matter where the *Injury*, *Illness* or *Clinical Signs* are noticed or happen in or on *Your Pet's* body except that *We* shall continue to provide cover where *Your Pet* is already receiving *Treatment* for an ongoing *Condition*;
- 13.3.4 The cost of food;
- 13.3.5 Any costs if the *Holiday* was made to get *Treatment* abroad;
- 13.3.6 Any costs to take *Your Pet's* body home if it dies;
- 13.3.7 *We* will not pay for any loss or damage that is caused by, connected to or results from:
 - 13.3.7.1 *You* not complying with any part of a Pet Travel Scheme whether imposed by the UK government, a transport company or other countries involved in the Pet Travel Scheme (PETS);
 - 13.3.7.2 any confiscation, detention, requisition, damage, destruction or any prohibitive regulations by customs or any government officials or authorities of any country unless specifically covered by this policy;
 - 13.3.7.3 travel outside the European Union countries included in the Pet Travel Scheme (PETS);
 - 13.3.7.4 *You* having to comply with any part of the Pet Travel Scheme (PETS) unless specifically covered by this policy; or
 - 13.3.7.5 currency exchange rate differences;
- 13.3.8 Any costs for failure of a microchip if this is not of ISO Standard 11785 or Annex A to ISO Standard 11785 and this was not checked and found to be working within 14 days of *Your* departure. *We* will in any event require evidence that *Your Pet* was microchipped prior to *Your Holiday* with a microchip of ISO Standard 11785 or Annex A to ISO Standard 11785;
- 13.3.9 Any costs for the loss, theft or destruction of *Your Pet* passport or Health certificate if this is not reported to the issuing *Vet* within 24 hours of the discovery of the loss, theft or destruction.
- 13.3.10 Any costs for the loss, theft or destruction of *Your Pet* passport or Health certificate where the loss, theft or destruction occurs prior to the start of *Your Holiday*.

13.4 Notification of Claim Cost

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If the total *Veterinary Fees* appear likely to exceed £1,000 (at the exchange rate prevailing at time of *Treatment*) You must immediately notify *Vetsure* on 0800 050 2022 as *We* may wish to obtain a second opinion from *Our* veterinary advisor.

You must send *Us* all Your receipts, bills and any other evidence for the quarantine kennelling that *We* may require in order to substantiate *Your* claim.

SECTION 14 - GENERAL EXCLUSIONS

You are not covered for and will not receive any benefit in respect of:

- 14.1 loss or damage arising from, traceable to or caused by a *Pre-existing Condition*;
- 14.2 any amount in excess of the *Benefit Limit*;
- 14.3 any loss or damage if the premium has not been received by *Us*;
- 14.4 loss or damage as a result of *Illness* displaying *Clinical Signs* within 14 days of the *Commencement Date*;
- 14.5 loss or damage arising from *Your Pet* being neutered or spayed;
- 14.6 loss or damage as a result of any sexually transmitted disease, rabies, epidemic outbreaks, any new pandemic disease, whether vaccinated against or not, or any 'notifiable' disease;
- 14.7 loss or damage as a result of *You* breaking the United Kingdom regulations on animal health and importing animals;
- 14.8 other costs that are indirectly caused by the event which led to *Your* claim, unless specifically stated in this policy;
- 14.9 any costs involved in any organ transplants including any loss or damage as a result of *Your Pet* undergoing organ transplants;
- 14.10 any costs involved in *Your Pet* under-going stem cell and/or gene therapy *Treatment* including any loss or damage as a result of *Your Pet* undergoing stem cell and/or gene therapy *Treatment*;
- 14.11 any loss, *Injury*, damage, *Illness*, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment;
- 14.12 loss or damage caused by or arising from an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any sector of the public in fear resulting directly or indirectly from or in connection with the release of nuclear, biological, chemical or radiological agents;
- 14.13 any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war is declared or not); civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock-outs; military power or coup; nuclear or radioactive escape, accident, explosion, waste or contamination; aircraft or other aerial devices;

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14.14 any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:

14.15.1 An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation;

14.15.2 Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;

14.15.3 Any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.

If *We* allege that, by reason of this exclusion, any claim is not covered by this policy the burden of proving the contrary shall be *Your* responsibility.

14.15 Excluded Dogs

14.16.1 Any dogs used for trade, profession or business for monetary gain or reward.

14.16.2 The following dogs, as outlined in the Dangerous Dogs Act 1991, are specifically excluded from cover under any section of this policy:

- Pit Bull Terrier
- Japanese Tosa / Tosa Inus
- Dogo Argentino (also referred to as Argentine Dogo and Argentinian Mastiff)
- Fila Brasileiro

Including any “type”, as defined in the Dangerous Dogs Act 1991, considered to match the description of a prohibited “type”; any breed crossed with the above; and any other breed or type deemed be dangerous by the Secretary of State and subsequently added to the Dangerous Dogs Act 1991.

14.16.3 In addition, the following types/breeds (and any cross-breeds of the following) are also excluded from cover under any section of this policy:

- American Bandogge / Bandogge Mastiff
- American Pit Bull Terriers
- American Staffordshire Bull Terriers
- Australian Dingo
- Boerboel
- Bully Kutta
- Canary Dogs (also known at Perro de Prensa Canarios / Presa Canarios)
- Cane Corsos
- Czechoslovakian Wolfdogs
- Dogue Brasileros
- Irish Staffordshire Bull Terriers
- Korean Jindo
- Pit Bull Mastiff
- Racing (non-retired) Greyhounds
- Sarloos Wolfhounds
- Shar Pei
- Wolf Hybrids

14.16 Any *Pet* less than 8 Weeks old.

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14.17 The applicable *Excess* and any co-payment as shown on *Your Schedule*.

SECTION 15 - GENERAL CONDITIONS

- 15.1 *You* must observe and fulfil all the terms, conditions and endorsements of this policy otherwise *We* will not be liable under the policy.
- 15.2 *You* must not misrepresent, misstate, omit or conceal any information, (such as current and past health of *Your Pet*, previous medical *Treatment* or *Conditions*, behavioural issues, previous or existing legal proceedings etc. against *You* in respect of *Your Pet*) from the application for this insurance or when renewing it or claiming against it, otherwise *We* may cancel or void this policy, retain any paid premiums or reduce the level of claims payments, depending on the circumstances, in respect of any period of cover.
- 15.3 If at the time of an event or *Incident* giving rise to a claim under this policy, there is any other insurance policy in *Your* name which is in force and which provides cover for the same expense, loss, damage or liability then *We* will not be liable for any resulting costs unless cover under the other policy has been used up.
- 15.4 This policy does not cover using *Your Pet* in any trade, profession or business, including breeding, unless *We* have agreed in writing to cover this.
- 15.5 Any dog must be kept in a secure area. Any fences and enclosures must be capable of retaining the dog and all gates, openings and so on must be kept secure. When a dog is on a public highway it must be on a collar and lead under control with *Your* identification on the collar
- 15.6 *You* must notify *Us* as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate this policy. *We* reserve the right to alter the terms of this policy immediately after *We* are notified of such changes.
- 15.7 *You* must always take reasonable steps to prevent or minimise any loss or damage. *You* must undertake regular preventative healthcare for *Your Pet* including regular flea and worm treatment. *You* must also have *Your Pet* vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis, cat flu and feline leukaemia for cats. *You* must also agree to have *Your Pet* vaccinated against any other disease a *Vet* feels is necessary. *You* must keep *Your Pet's* vaccinations up to date, as recommended by *Your Vet*.
- 15.8 If a dispute arises and the dispute relates to any sum to be paid under this policy then it shall be referred to a single arbitrator appointed in default of agreement by the Chairman of the Association of British Insurers under the provisions of the Arbitration Act 1979 as amended. The decision of the arbitrator shall be final and binding. Where a dispute arises due to a difference of opinion between *Vets* then *We* shall appoint an independent *Vet* whose decision shall be binding. The costs of the independent *Vet* will be shared equally by *You* and *Us*.
- 15.9 Unless it is specifically agreed to the contrary and other than as specified under Clause 15.10 Cell Limitation Clause, this policy shall be subject to English law. If at any time any provision or part thereof of this contract become invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.

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15.10 **Cell Limitation Clause:** Atlas may create one or more cells for the purposes of segregating and protecting cellular assets. The assets of the TVIS Cell are thus protected from the liabilities of the other cells and from those of Atlas' core. You agree:

- that You are entitled only to make a claim under this policy; and
- that Your rights, entitlements and any claims made from time to time under this policy shall be primarily settled out of the assets of the TVIS Cell available for settlement of claims at the moment when your claim is notified to Us; and
- that only in the event that TVIS Cell's assets are exhausted may Atlas' non-cellular assets be secondarily used to meet losses incurred by TVIS Cell; and
- that no recourse may be made against the assets of any other protected cell of Atlas.

By entering into this policy, the Insured acknowledges and agrees that this policy is being entered into with TVIS Cell and that the Insured is aware of the provisions of the PCC Regulations, which apply to Atlas and TVIS Cell.

The Insured further accepts and agrees that this clause of the policy is to be governed and construed in accordance with Maltese law and that any disputes in connection therewith are to be submitted to the exclusive jurisdiction of the Maltese Courts. The Insured warrants that, under applicable law, the Insured is permitted to choose such law and forum to govern this clause of the policy. The Insured's agreement to have this clause governed by Maltese law and subject to the jurisdiction of the Maltese Courts and the Insured's representation that it is permitted under applicable law to choose such law to govern this clause is a material reason why the Insurer has agreed to enter into this policy.

SECTION 16 - CLAIMS AND OUR CLAIMS PROCEDURE

16.1 When *Your Pet* receives *Treatment* or *You* become aware of an incident or condition that could lead to a claim, *You* must inform *Vetsure* within 30 days or as soon as reasonably possible. *You* can contact *Vetsure* in writing at *Vetsure*, 2nd Floor Titan Court, Bishop Square, Hatfield, Hertfordshire AL10 9NA, or by phone on 0800 050 2022, or by email at claims@vetsure.com.

16.2 *Vetsure* will send *You* a claim form. *You* will need to complete the claim form within 14 days and return it to *Vetsure*, together with all the information *Vetsure* requires to process the claim. If *You* delay in returning the claim form this could lead to the payment of *Your* claim being delayed or not having *Your* claim paid at all.

16.3 As to Sections 4 & 8 it is *Your* responsibility to prove the value of *Your Pet* although *We* reserve the right to set the relevant *Market Value*. In any event *Market Value* will be limited to a maximum of 50% of the sum insured value for *Pets* aged 6 years or more. Where a claim is made for a pedigree *Pet* *You* must send *Us*, at *Your* cost, the originals of a recognised Breed Club registration document, Pedigree Certificate and purchase receipt. Please note *We* will keep the originals.

16.4 For a claim under Section 8 *You* must provide *Us* with documentary evidence of the reward offer made and details of the beneficiary.

16.5 *You* must continue to pay *Your* premium in order to be eligible to receive payment for any claims. In the event that *You* fail to pay *Your* premium, lapse or cancel *Your* policy all claims payments will cease from the date the policy is either lapsed or cancelled. If payment is not received *Your* policy will be cancelled with effect from the date that cover stopped being paid for, and no further monies will be due from *Us*.

SECTION 17 - CANCELLATION AND AMENDMENTS

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- 17.1 *You* may within 14 days of the *Commencement Date*, cancel this policy by contacting *Vetsure*. If *You* cancel within this 14 day period *You* will be entitled to a refund of any premiums paid provided that no claim has been submitted.
- 17.2 After the expiry of the of the 14 day period referred to above, *You* may cancel this policy by requesting *Vetsure*, in writing, to cancel the policy. If no claim has been submitted, *We* will calculate the premium for the period *You* have been insured and refund any balance. Please refer to *Your* Terms of Business document for full details.
- 17.3 *We* may cancel this policy at any time by sending 10 days' written notice to *Your* last known address. If no claim has been submitted or is pending, *We* will calculate the premium for the period *You* have been insured and refund any balance. If a claim has been submitted or is pending, *We* will not refund any premium.
- 17.4 If *You* request an alteration to this policy a new *Schedule* will be issued.

SECTION 18– AUTOMATIC TERMINATION

This policy will automatically terminate on whichever of the following happens first:

- the date of *Your Pet's* death; or
- the expiry of the current *Policy Period*; or
- the date *You* fail to pay the premium and fail to correct it; or
- the date *You* cancel this policy; or
- the date *We* cancel or do not renew this policy for whatever reason.

SECTION 19 – ENQUIRIES OR COMPLAINTS

- 19.1 *We* aim to provide a high level of service and to pay claims fairly and promptly, and:
- 19.1.1 if *You* have an enquiry or wish to make a complaint regarding *Your* policy or claim, please contact *Vetsure* at: *Vetsure* Customer Care Department, 2nd Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA on telephone number: 0845 567 0088 or by info@vetsure.com who will pass it onto the relevant complaints handler.
Please quote *Your* policy and/or claim number in all correspondence.
- 19.2 If *You* remain dissatisfied:
- 19.2.1 in relation to the manner in which this policy was sold to *You* or the manner *Your* claim was handled or any other aspect of service that *You* have received from *Vetsure*, then *You* may refer *Your* complaint to the Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR, telephone 0800 023 4567. Please note that *You* have 6 months from the date of *Vetsure's* final response in which to refer to the matter to the FOS.
- 19.2.2 in relation to other matters, then *You* may also refer *Your* complaint to The Managing Director, Atlas TVIS 48-50 Ta Xbiex Seafront Ta Xbiex XBX 1021 Malta. If *You* are still not satisfied *You* can ask the following organization to review *Your* case: The Consumer Complaints Manager, Malta Financial Services Authority (MFSA), Notabile Road, Attard BKR3000, Malta, Tel +35621441155 (overseas call charges apply) Email consumerinfo@mfsa.com.mt Web <http://mymoneybox.mfsa.com.mt>
Referral to the FOS or the MFSA does not affect *Your* right to take legal action against *Us*.

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- 19.2.3 The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If *You* choose to submit *Your* complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. The web address for this Online Dispute Resolution Service is <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. Please quote Our email address which is info@vetsure.com. Please be aware that the ADR entity will only be able to consider *Your* complaint after *We* have had the opportunity to consider and resolve this.

SECTION 20 - OTHER IMPORTANT INFORMATION

About the Insurer

Atlas is an insurance company incorporated in Malta pursuant to the Insurance Business Act (Chapter 403 of the Laws of Malta) and is regulated by the Malta Financial Services Authority and is a member of the UK's Financial Services Compensation Scheme. Atlas is registered in Malta under company registration number C 5601 and their registered office is situated at 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX1021, Malta. Atlas is established as a cell company in terms of The Companies Act (Cell Companies Carrying on Business of Insurance) Regulations - S.L. 386.10 of the Laws of Malta "PCC Regulations"

For the purposes of this Policy, Atlas is transacting in respect of its TVIS Cell, a cell created in terms of the PCC Regulations for the for the purposes of segregating and protecting cellular assets. The assets of the TVIS Cell are thus protected from the liabilities of the other cells and from those of Atlas' core. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets. As the underwriter Atlas is responsible for this policy document.

About the Administrators

Vetsure (a trading name of TVIS Limited) are responsible for the provision of quotes, the sale of policies, renewal of policies, making changes to existing policies at *Your* request (including cancellations), premium collection and claims handling. *Vetsure* can be contacted on 0845 567 0088 and / or by emailing info@vetsure.com. Their registered office is 2nd Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA. Their Company Registration number is 06820979.

Changes to the Policy

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

Automatic Renewal

At the end of each *Policy Period* *We* will write to *You* to advise *You* about any changes to the premium and/or policy terms and conditions. This is a monthly contract, which runs for 12 consecutive months.

If *You* pay *Your* premium by direct debit *You* need do nothing, *Your* policy will automatically continue at the end of the *Policy Period* and payments will continue to be taken unless *You* instruct *Us* otherwise. If *You* pay by debit or credit card *You* need to contact *Us* to arrange payment before the renewal date.

If *You* do not wish *Your* policy to renew at the end of the *Policy Period* *You* should contact *Us*, return the *Schedule* of insurance to *Us* and cancel *Your* direct debit.

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Your renewal documents will be sent to *You* by email (unless *You* have requested that they be sent by post) at least 14 days before the renewal date of *Your* policy. *We* will use the last email address given to *Us* by *You*. *We* are unable to prevent these emails being filtered into *Your* 'spam' or 'junk' email folders so please check these folders as well as *Your* current Inbox. If *Your* email address changes between the policy start date and renewal date please inform *Us* so that *We* can keep *Your* records up to date.

Data Protection Act 1998

We may store *Your* information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. *Your* personal details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in *Our* group (or companies acting on *Our* instructions), including those outside the European Economic Area. *We* and/or *Ultimate* may also need to discuss *Your* claim and any information relevant to *Your* claim with *Your* Vet. *You* signify *Your* consent to such information being processed by *Us* or *Our* administrators.

Sensitive Data

In order to assess the terms of this insurance or administer claims which arise, *We* may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this insurance, *You* signify *Your* consent to such information being processed by *Us* or *Our* agents.

Anti-Fraud and Theft Registers

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When *Your* request for insurance is considered, these registers may be searched. When *You* tell *Us* about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that *You* inform *Us* about an event, whether or not it gives rise to a claim.

Telephone charges and call monitoring

Calls to numbers starting 084 cost 2p per minute, plus your phone company's access charge. Calls to numbers starting 0330 are charged at a local rate from land lines and standard rates from mobiles and are also included in minutes for mobile calling plans.

Calls may be monitored and/or recorded to help us continually improve customer service.

Disability Discrimination Act

In accordance with the Disability Discrimination Act 1995, *We* are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please advise *Us* if *You* require any of these services to be provided so that *We* can communicate with *You* in an appropriate manner.

Language

All communication between *You* and *Us* will be conducted in English.

Financial Services Compensation Scheme

If *We* are unable to meet *Our* liabilities *You* may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Fraud

You must not act in a fraudulent way. If *You* or anyone acting for *You*:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or

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- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends *Us* any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by *Your* deliberate act or with *Your* agreement

then *We* :

- will not pay the claim
- will not pay any other claim which has been or will be made under the policy;
- may declare the policy void;
- will be entitled to recover from *You* the amount of any claim already paid under the policy;
- will not return any of *Your* premiums;
- may let the police know about the circumstances.

The information *You* gave *Us*

We rely upon the information *You* provide to *Us* to decide whether to insure *Your Pet* and the terms and conditions under which *We* will offer cover. English law states that *You* must give *Us* honest and accurate answers to the questions *We* ask during the application process, such as all known factors relating to the health, condition and behaviour of *Your Pet*. This is important as it may influence any decisions *We* make regarding *Your* application. *You* must use reasonable care in response to the questions and statements concerning this insurance. If *You* fail in *Your* duty of taking reasonable care not to make a misrepresentation to *Us* *We* may exercise certain remedies which include cancelling this policy, retaining premiums or reducing the benefits due in terms of the policy.