# Your Policy Document

# Accident & Illness



This booklet contains the terms and conditions applicable to the following policy types:



It also provides details of the following **Optional** sections of cover:



Preventative Care Vouchers



Additional Benefits Cover

- Emergency Boarding Kennel and Cattery Fees
- The Holiday Cancellation
- 🕀 Accidental Damage
- A Personal Accident Cover
- 🗭 Dog Walker Cover
- Overseas Travel incorporating Quarantine Costs and Loss of Documents.



Public Liability (Dogs Only)

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**Your** chosen policy type and details of any optional cover, where applicable, will be noted on **Your Schedule.** 

# Welcome

Welcome to Your Vetsure Pet Insurance policy document. This should be read in conjunction with the accompanying Insurance Product Information Document. Schedule and Statement of Fact. The Schedule contains information about You, Your Pet(s), the period of cover, level of cover and premium. This policy is underwritten by Atlas TVIS and it is arranged and managed by Our administrators Vetsure who are authorised by Us to deal with You. Please do not hesitate to contact Vetsure on 0800 050 2022 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. **Vetsure** 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 initial Cover Start 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 Vetsure 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 Atlas TVIS



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# Definitions

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 **Your** policy documentation.



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.

**Cover Start Date** means the date, as noted on the **Schedule**, on which cover under this policy starts. Reference to 'initial **Cover Start Date**' means the date the policy first started (incepted). **Complementary Medicine** means physiotherapy, osteopathy, chiropractic therapy, hydrotherapy, acupuncture, homeopathic or herbal medicines or behavioural therapy administered by a suitably qualified practitioner following a recommendation from a registered **Vet**. The following practitioners are considered to be suitably qualified:

- Physiotherapy and hydrotherapy members of the British Veterinary Rehabilitation and Sports Medicine Association (BVRSMA), Association of Chartered Physiotherapists in Animal Therapy (ACPAT), National Association of Veterinary Physiotherapists (NAVP), National Association of Registered Canine Hydrotherapists (NARCH) or Canine Hydrotherapy Association (CHA).
- Osteopathy a qualified animal osteopath who is a member of the International Association of Animal Therapists (IAAT).
- Acupuncture members of the Association of British Veterinary Acupuncturists (ABVA).
- Chiropractic therapy must be carried out by a chiropractor registered with the General Chiropractic Council (GCC).
- Homeopathic/herbal medicine must be recommended and prescribed by a registered 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 or member of the Animal Behaviour and Training Council (ABTC).

**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 any reason

Please refer to the 'Cancellation and Amendments' section for more details.

**Excess** in the context of the 'Veterinary Fees' section means the amount, as noted on the **Schedule**, which is collected for each **Illness** or **Accident** treated that is not related to any other **Illness** or **Accident**. In the context of the optional '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' 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** including 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.

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

**Incident,** in the context of the optional '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 as Your Pet at the time a claim is made under this insurance policy.

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

Policy Period means the continuous 12 month period, effective from the initial Cover Start Date, and from the anniversary of the initial Cover Start Date thereafter, 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 initial Cover Start Date; or
- any Illness, symptom or sign of an Illness occurring or existing in any form during the Waiting Period.

**Proposal Form** means **Your** online or telephone application for this pet insurance which contains the facts as disclosed to **Us** as detailed in the accompanying Statement of Fact document. **Recurring Condition** means a **Condition** that is curable but may recur.

**Schedule** means the document which contains important information about **You**, **Your Pet**, this policy and the cover it provides and forms part of **Your** policy documents.

**Treatment** means any consultation, examination, advice, tests, x-rays, ultrasound and MRI, medication, surgery or nursing care provided by a veterinary practice or qualified practitioner recommended by a registered **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. Vetsure can be contacted on 0800 050 2022 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**. Vetsure Preventative Care Vouchers means the preventative care vouchers which are included with Your policy documentation (if You have elected to include this optional cover within Your policy).

Waiting Period means a period of 14 days from the initial Cover Start Date during which any Illness that occurs or shows Clinical Signs will be excluded from cover unless otherwise agreed by Us and noted on the Schedule. The 14 day Waiting Period will also apply for Illness claims if You choose to increase Your Veterinary Fees Benefit Limit by upgrading Your cover and this is applicable from the effective date of the cover change. This means any Illnesses that arise or show Clinical Signs during this Waiting Period will be subject to the Benefit Limits of the policy in place prior to the upgrade.

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

Your Vetsure Clinic means any Vet clinic that is accredited by Vetsure Pet Insurance<sup>®</sup>. Please refer to www.vetsure.com for a list of accredited veterinary clinics.

You, Your means the person named as the policy holder on the Schedule. Please note that for the optional '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.

Defined terms appear capitalised and in **bold** throughout this document.

# 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 optional 'Overseas Travel' section only, whilst Your Pet is temporarily located in European Union member countries which are included in the Pet Travel Scheme (PETS).

In return for payment of the correct premium, **We** will provide cover under the sections of cover that **You** have elected to include and as detailed in **Your Schedule**, subject as always to the policy terms, conditions and exclusions.

# **Veterinary Fees**

#### 1.1 COVER

We will pay the claim amount, for normal and customary Veterinary Fees, up to the relevant Benefit Limit amount noted on Your Schedule per Policy Period, for each Illness, Injury or Condition, for Treatment and up to the relevant Benefit Limit as stated on Your Schedule 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 **Benefit Limit** amount stated on **Your Schedule** for **Veterinary Fees.** 

When processing a claim, the **Benefit Limit** will be applied separately to each unrelated **Injury**, **Illness** or **Condition**. It is important to note our definition of **Bilateral Conditions** regarding the application of **Benefit Limits**.



**PLEASE NOTE** - If total **Veterinary Fees** appear likely to exceed £1,000 **You** must notify **Vetsure** immediately for pre-authorisation.

#### 1.2 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:

**1.2.1** Veterinary Fees charged appear greater than conventional fees charged by an attending/referral practice;

and/or

**1.2.2 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.

#### 1.3 Special Diet

We will pay 50% of the cost of **Your Pet's** therapeutic food up to the **Benefit Limit** stated on **Your Schedule** provided the food has been developed to treat a specific **Condition** and is being used instead of, or to reduce reliance on, medication. Diets designed to prevent **Conditions** occurring, aid / maintain weight loss and / or support dental hygiene are not covered. We will also pay the full cost for therapeutic food recommended by a Vet to support the recuperation of Your Pet during hospitalisation for Treatment of an Illness or Injury. We will not be liable for any other dietary costs under this policy.

#### 1.4 EXCLUSIONS

No benefit will be payable in respect of:

- 1.4.1 costs resulting from an Illness that first showed Clinical Signs prior to the initial Cover Start Date or within the Waiting Period;
- 1.4.2 costs resulting from an **Illness** or **Injury** that;
  - 1.4.2.1 is the same as or has the same diagnosis or Clinical Signs as an Injury or Illness Your Pet had prior to the initial Cover Start Date;
  - 1.4.2.2 is caused by, relates to or results from an **Injury** or **Illness Your Pet** had prior to the initial **Cover Start Date**;



- 1.4.3 costs for cosmetic **Treatment**, routine **Treatment** or preventative **Treatment** recommended by a **Vet** to prevent an **Injury** or **Illness** including vaccination, dew claw removal for preventative reasons, grooming, nail clipping, breeding, whelping, kittening, bathing, dematting, killing and controlling parasites including, but not limited to: fleas, ticks, mites, lice, sand flies and worms and any claims as a result of these procedures unless specifically noted on the **Schedule**;
- 1.4.4 costs for spaying (including spaying to prevent the reoccurrence of false pregnancy) or castration (including in cases of Cryptorchidism/retained testes\*), unless the procedure is essential and is undertaken to treat an **Illness** or **Injury**;

\*Costs resulting from castration where one or both testes are retained will be covered if the **Pet** is aged 12 weeks or under when cover first commences.

Costs resulting from investigation into and/or **Treatment** of an **Illness** or **Injury** that is first detected during the neutering procedure are not excluded (subject to all other terms and conditions) but the costs of the neutering procedure itself will not be covered in this scenario;

**1.4.5** any costs associated with routine or investigative laboratory tests or procedures unless;

**1.4.5.1** the **Clinical Signs** / symptoms exist and the tests and procedures are to diagnose a specific **Condition** or;

- 1.4.5.2 Your Vet recommends a pre-operative blood test due to Your Pet being considered 'senior' in age by Your Vet.
- **1.4.6** any dental or gum **Treatment**, unless required as a direct result of;
- an Accident or Injury to Your Pet; or
- a mass or tumour which has occurred in the mouth that could have equally arisen or exist elsewhere on **Your Pet's** body. **Treatment** of oral masses or tumours that are dental in origin (specifically pertaining to the tooth and/or gum tissue / cells) are not covered.
- **1.4.7** Treatment received by Your Pet after the policy End Date;
- **1.4.8** the cost of any **Treatment** if a claim has not been submitted within one calendar year of the first date that **Your Pet** received **Treatment**;
- **1.4.9** any costs for **Treatment** of an **Accident** or **Injury** or euthanasia arising as a result of the vicious tendencies of **Your Pet**;
- 1.4.10 Services at external emergency / out-of-hours clinics and costs for house-calls are included but the additional cost incurred as a result of using one of these services (over and above that of a normal consultation fee charged by Your Vet) will only be covered if it was deemed that Your Pet was suffering from a life-endangering Condition or Your Vet otherwise confirms an emergency consultation was necessary. Your personal circumstances will not be covered;
- 1.4.11 costs of putting Your Pet to sleep for financial reasons;
- 1.4.12 cremation and disposal costs;
- **1.4.13** costs not backed up by a receipt/invoice showing full details of the costs incurred;
- 1.4.14 any costs for filling in the claim form or obtaining case history from the treating Vet;
- **1.4.15** any costs for food (with the exception of those detailed in 1.3), housing, beds, or any **Treatment** for the general well-being of **Your Pet**;
- 1.4.16 any Treatment exceeding the Benefit Limits as stated on the Schedule;
- **1.4.17** the cost of any pheromone products, including DAP diffusers and Feliway and/or similar feline facial pheromone products used in either a spray or an electric diffuser format;
- **1.4.18** any other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated as covered under this Policy;
- **1.4.19** 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;
- **1.4.20** 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;

- **1.4.21** the costs associated with the **Treatment** of false pregnancy if **Your Pet** has already received **Treatment** for two or more occurrences of false pregnancy;
- **1.4.22** any costs associated with prosthetics (artificial body parts) with the exception of costs related to replacement hip, elbow and/or knee joints;
- 1.4.23 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;
- **1.4.24** the **Excess** applicable to this section of the policy. Please refer to **Your Schedule** for details of this;

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.

- 1.4.25 any postage and packaging costs resulting from Your Pet's Treatment;
- **1.4.26** any hospitalisation costs incurred for boarding **Your Pet** at a veterinary practice for **Your** convenience.

# **Death of Pet from Accident or Illness**

# 2.1 COVER

We will pay the purchase or donation price of Your Pet up to the relevant Benefit Limit noted on the Schedule if Your Pet;

- dies; or
- is put to sleep for humane reasons

during the Policy Period because of an Accident or Illness.

If you are unable to provide proof of what You paid, We will pay the lesser of;

- the Market Value of Your Pet; or
- the purchase or donation price You paid and declared to Us

but in no case shall We pay in excess of the Benefit Limit.

For the avoidance of doubt, the most **We** will pay under this section is the purchase/ donation price **You** declared to **Us** and as noted on the **Schedule** issued to **You** (capped at the relevant **Benefit Limit** noted on the **Schedule**). Please note, however, payment will be capped at 50% of the **Benefit Limit** in respect of a **Pet** aged 6 years or older at the time of death.

### 2.2 EXCLUSIONS

The following are excluded from cover:

- **2.2.1** 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;
- 2.2.2 Death during or after a surgical operation or a general anaesthetic unless a registered Vet certifies that it was necessary because of Accident or Illness;
- **2.2.3** Putting a **Pet** to sleep for financial reasons or putting a dog to sleep because of its vicious tendencies or problems with its behaviour;
- 2.2.4 Any death resulting from breeding, pregnancy or **Your Pet** giving birth;
- 2.2.5 Any claim if the death has been a result of preventative, routine or elective **Treatment**/procedure. See also **Veterinary Fees** exclusions;
- 2.2.6 Any death caused by an Illness with Clinical Signs first noticed before the initial Cover Start Date or within the first 14 days after the initial Cover Start Date (Waiting Period);
- 2.2.7 Death due to **Illness** of any dog or cat aged 8 years or over at the time of its death.

#### 2.3 SPECIFIC CONDITIONS

- 2.3.1 If Your Pet has an Illness or suffers an Accident, You must immediately, at Your own expense, get a registered 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.
- 2.3.2 You must advise Vetsure a ssoon as possible in writing of the Pet's death but not later than one calendar year after Your Pet has been put to sleep and, if requested by Vetsure, arrange for a registered Vet to certify the cause of death and to conduct a post-mortem examination the costs of which will be borne by You.

# **Transportation Costs**

# 3.1 COVER

We will pay up to the **Benefit Limit** noted on the **Schedule** per **Policy Period** for mileage costs incurred by **You** if a **Vet** refers **Your Pet** to another practice or veterinary hospital.

# 3.2 EXCLUSIONS

The following are excluded from cover:

- **3.2.1** Any loss not supported by a detailed receipt in respect of public transport (bus, train, tram, ferries etc) or private hire ("taxi"). Fuel and full mileage details will be required if **You** travelled by private motor vehicle. Mileage costs for private motor vehicle travel will be calculated at 35p per mile inclusive of wear and tear;
- **3.2.2** Any costs if a claim has not been submitted within one calendar year of the costs being incurred.

# Loss by Theft or Straying

# 4.1 COVER

We will pay the purchase or donation price of **Your Pet** up to the relevant **Benefit Limit** noted on the **Schedule** if **Your Pet** is not found within 45 days of straying or being stolen.

If you are unable to provide proof of what You paid, We will pay the lesser of;

- the Market Value of Your Pet; or
- the purchase or donation price You paid and declared to Us

but in no case shall We pay in excess of the Benefit Limit.

For the avoidance of doubt, the most **We** will pay under this section is the purchase/ donation price **You** declared to **Us** and as noted on the **Schedule** issued to **You** (capped at the relevant **Benefit Limit** noted on the **Schedule**). Please note, however, payment will be capped at 50% of the **Benefit Limit** in respect of a **Pet** aged 6 years or older at the time of loss.

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 the police and have a crime reference number. You must provide **Us** with the telephone number of the police station.

We will pay, up to the relevant **Benefit Limit** noted on the **Schedule** per **Policy Period** to cover the cost of advertising for **Your** lost **Pet** and/or paying a reward (where the reward leads to getting **Your Pet** back), provided that **You** first obtain **Vetsure's** verbal or written agreement.



# 4.2 EXCLUSIONS

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The following are excluded from cover:

- **4.2.1** Theft which does not involve forcible and violent entry to a secure area, such as a pen or **Your** home;
- **4.2.2** 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 event;
- **4.2.3** 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.
- **4.2.4** Any claim if **Your Pet** is a dog and he / she is not microchipped in accordance with the applicable microchipping legislation in force.

#### 4.3 SPECIFIC CONDITIONS

**4.3.1** If **Your Pet** is found **You** must repay the full amount that **We** have paid under this section of **Your** policy (except for costs associated with advertising and / or reward).

**PLEASE NOTE** -The following sections of cover are optional and apply only if **You** have elected to include them as detailed on **Your Schedule**. If **You** wish to make any changes to **Your** policy to extend or restrict cover please contact the **Vetsure** team on **0800 050 2022**.

# **Vetsure Preventative Healthcare Vouchers**

# 5.1 COVER

Your cover includes Vetsure Preventative Care 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.

#### 5.2 Redeeming Vetsure Preventative Care Vouchers

- 5.2.1 The Vetsure Preventative Care Vouchers can only be redeemed at participating Vetsure-accredited clinics and should be presented to a member of clinic staff. Please refer to www.vetsure.com for a list of participating clinics. The vouchers are only valid for one cat or one dog, insured under Your Vetsure insurance policy if You have elected to include Vetsure Preventative Care Vouchers. Each voucher may only be used once.
- 5.2.2 The choice of products and/or services offered in exchange for the Vetsure Preventative Care Vouchers is at the sole discretion of the clinic at which the voucher is redeemed.

#### 5.3 SPECIFIC CONDITIONS

- **5.3.1** The **Vetsure Preventative Care Vouchers** are valid for use between the dates displayed on the vouchers themselves (provided **Your** policy is still in force and/or **Your** premium payments are up to date).
- 5.3.2 Vetsure Preventative Care Vouchers are only valid for use by Vetsure insurance policy holders who have elected to include Vetsure Preventative Care Vouchers within their policy and are not transferrable.
- 5.3.3 Vetsure Preventative Care 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 Vetsure Preventative Care Voucher exceeds the cost of the service no refund will be given.
- 5.3.4 Please also refer to the Vetsure Preventative Care Vouchers for further details of applicable terms and conditions.

OPTIONA COVER

# Public Liability (Dogs only)

PLEASE NOTE - This section applies for dogs only.

# 6.1 COVER

We will pay up to the relevant Benefit Limit noted on the Schedule per Incident in respect of:

6.1.1 civil compensatory damages and related claimant's costs and expenses that You become legally liable to pay;

and/or

6.1.2 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**.

# 6.2 EXCLUSIONS

This section shall not apply to liability in respect of:

- 6.2.1 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;
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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;
- **6.2.5** 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;
- **6.2.6** any **Incident** which is covered under any other insurance policy (such as home insurance) unless the cover under that policy has been used up;





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

#### 6.3 SPECIFIC CONDITIONS

- **6.3.1** You must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an **Incident**.
- 6.3.2 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.
- **6.3.3** You must allow Us to take over and conduct in Your name the defence or settlement of any claim for Our own benefit.
- 6.3.4 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 on **Benefit Limit** (as noted on the **Schedule**) will apply to the **Incident** for all of the dogs.
- **6.3.5** You must notify Us about any Incident that could give rise to a claim within 90 days of the Incident occurring.

# **Emergency Boarding Kennel and Cattery Fees**

# 7.1 COVER

We will pay, up to the relevant **Benefit Limit** noted on the **Schedule** 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:

- 7.1.1 any bodily Injury, sickness or disease and **You** are in hospital for longer than 3 consecutive days during a **Policy Period**; and
- 7.1.2 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.

# 7.2 EXCLUSIONS

X

No benefit will be paid in respect of any claims by You for:

- 7.2.1 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;
- 7.2.2 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;
- 7.2.3 costs if **You** knew or could reasonably have known on the initial **Cover Start Date** that **You** were likely to need to go into hospital;
- **7.2.4** costs as a result of any hospital stay that was not on the advice of a doctor, specialist or consultant;
- **7.2.5** costs as a result of nursing-home care or convalescence care that **You** do not receive in hospital;
- **7.2.6** costs as a result of **You** being hospitalised for alcoholism, drug abuse, attempted suicide or self-inflicted injuries.
- **7.2.7** any costs if a claim has not been submitted within one calendar year of the costs being incurred.

No benefit will be paid in respect of any claim if:

- 7.2.8 You do not provide Us with a receipt from the boarding kennel, cattery or home carer clearly showing the name of Your Pet, the kennel or cattery owner's or home carer's name and address, the date(s) Your Pet was kept at the kennel or cattery or professionally cared for at home and the daily amount charged;
- **7.2.9** We do not receive a medical certificate from the hospital You attended showing Your name, address and the dates of the hospital confinement.

# **Holiday Cancellation**

# 8.1 COVER

We will pay up to the relevant **Benefit Limit** noted on the **Schedule** 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**:

COVER

8.1.1 needs immediate lifesaving **Treatment** while **You** are away or up to 14 days before **You** leave;

or

8.1.2 goes missing while You are away.

You must, at Your own expense, provide Us with receipts from the travel company, tour operator or other similar party 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.

# 8.2 EXCLUSIONS

The following are excluded from cover:

- 8.2.1 any Holiday costs where the Holiday was booked less than 28 days before You leave;
- **8.2.2** the amount **You** can claim back from anywhere else. If a Travel Insurance policy was in force this cover will not be operative;
- **8.2.3** any extra costs incurred because **You** delayed letting the company providing **Your** transport and accommodation know **You** had to cancel;
- 8.2.4 any costs for anyone else that is on Holiday with You;
- 8.2.5 Treatment for non-life threatening Conditions / Injuries;
- **8.2.6** any costs if a claim has not been submitted within one calendar year of the costs being incurred.

# **Accidental Damage**

#### 9.1 COVER

We will pay up to the relevant **Benefit Limit** noted on the **Schedule** 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 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;
- 9.2.3 damage while Your Pet is left unattended;
- 9.2.4 any costs if a claim has not been submitted within 90 days of the damage occurring.

# Personal Accident Cover

# **10.1** COVER

We will pay up to the relevant **Benefit Limit** as noted on the **Schedule** per **Policy Period** 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.

#### **10.2 EXCLUSIONS**

The following are excluded from cover:

- 10.2.1 any losses not supported by a doctor's note confirming the injury suffered;
- **10.2.2** any losses not supported by proof of lost income, either provided by **Your** employer or **Your** accountant.
- **10.2.3** 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.
- **10.2.4** any costs if a claim has not been submitted within one calendar year of the costs being incurred.

# Dog Walker Cover

#### **11.1** COVER

We will pay, up to the relevant Benefit Limit as noted on the Schedule per Policy Period for the









Vetsure Premier & Vetsure Premier Plus

reasonable cost of paying someone employed as a Dog Walker 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 consecutive days and there must be no member of **Your Immediate Family** able to look after **Your** dog.

# 11.2 EXCLUSIONS

The following are excluded from cover:

- **11.2.1** any claims by **You** due to pregnancy;
- **11.2.2** any claims by **You** due to self-inflicted injuries, drug abuse, alcoholism;
- **11.2.3** 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;
- **11.2.4** 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;
- **11.2.5** any costs if a claim has not been submitted within one calendar year of the costs being incurred.

No benefit will be paid in respect of any claim if:

11.2.6 You do not provide Us with a receipt from the Dog Walker clearly showing the name of Your Pet, the Dog Walker's name and address or that of their company, the date(s) Your Pet was walked / exercised and the daily amount charged.

# **Overseas Travel**

# **12.1** COVER

# 12.1.1 Emergency Veterinary Treatment Abroad

If **Your Pet** needs immediate emergency veterinary **Treatment** whilst **You** are on **Holiday** with **Your Pet We** will pay up to the relevant **Benefit Limit** as noted on the **Schedule** 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 in total per **Policy Period**.

#### 12.1.2 Quarantine costs

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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 the relevant **Benefit Limit** as noted on the **Schedule** 







towards the reasonable costs of quarantine kennelling. This cover applies to a maximum **Holiday** duration of no more than 90 days in total per **Policy Period**.

#### 12.1.3 Loss of Documents

We will also pay up to the relevant **Benefit Limit** as noted on the **Schedule** per **Policy Period** for replacing **Your Pet's** passport or **Your Pet's** 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. This cover applies to a maximum **Holiday** duration of no more than 90 days in total per **Policy Period**.

# 12.2 EXCLUSIONS

The following are excluded from cover:

- 12.2.1 costs for quarantine as a result of an Illness that first showed Clinical Signs before Your Holiday commenced;
- 12.2.2 any costs resulting from a Holiday that started before the initial Cover Start Date;
- 12.2.3 the cost of food;
- 12.2.4 any costs if the Holiday was made to get Treatment abroad;
- 12.2.5 any costs to take Your Pet's body home if it dies;
- 12.2.6 We will not pay for any loss or damage that is caused by, connected to or results from:
  - **12.2.6.1** 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);
  - **12.2.6.2** 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;
  - 12.2.6.3 travel outside the European Union countries included in the Pet Travel Scheme (PETS);
  - **12.2.6.4** You having to comply with any part of the Pet Travel Scheme (PETS) unless specifically covered by this policy;
  - 12.2.6.5 currency exchange rate differences.
- 12.2.7 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;
- **12.2.8** any costs for the loss, theft or destruction of **Your Pet's** 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;

- **12.2.9** any costs for the loss, theft or destruction of **Your Pet's** passport or Health certificate where the loss, theft or destruction occurs prior to the start of **Your Holiday**.
- 12.2.10 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**;
- **12.2.11** any costs if a claim has not been submitted within one calendar year of the costs being incurred.

#### 12.3 SPECIFIC CONDITIONS

Notification of Claim Cost

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 (+44) 0800 050 2022 (option 2) as **We** may wish to obtain a second opinion from **Our** veterinary advisor.

# **General Exclusions**

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

- 13.1 loss or damage arising from, traceable to or caused by a Pre-existing Condition;
- 13.2 any amount in excess of the Benefit Limit;
- 13.3 any loss or damage if the premium has not been received by Us;
- 13.4 loss or damage as a result of **Illness** displaying **Clinical Signs** within 14 days of the initial **Cover Start Date**;
- **13.5** 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;
- **13.6** loss or damage as a result of **You** breaking the United Kingdom regulations on animal health and importing animals;
- **13.7** other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this policy;
- any costs involved in any organ transplants including any loss or damage as a result of YourPet undergoing organ transplants;
- **13.9** 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;
- 13.10 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;

- **13.11** 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 lockouts; military power or coup; nuclear or radioactive escape, accident, explosion, waste or contamination; aircraft or other aerial devices;
- **13.12** any loss, **Injury**, damage, **Illness**, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
  - **13.12.1** an epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation;
  - **13.12.2** any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;
  - **13.12.3** any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.

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

#### 13.13 Excluded Dogs

- **13.13.1** Any dogs used for trade, profession or business for monetary gain or reward with the following exceptions:
  - Assistance Dogs if agreed in writing by Us
  - Breeding bitches and stud dogs. However, as per Clause 1.4.4, please note that any losses related to breeding, whelping and kittening are not covered.
- **13.13.2** 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.

- **13.13.3** 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 Terrier
  - American Staffordshire Bull Terrier
  - Australian Dingo
  - Boerboel
  - Bully Kutta
  - Cane Corsos
  - Cao Castro Laboreiro
  - Canary Dogs (also known at Perro de Pressa Canarios / Presa Canarios)
  - Central Asian Shepard Dog
  - Czechoslovakian Wolfdog
  - Dogue Brasileros
  - Irish Staffordshire Bull Terrier
  - Pit Bull Mastiff
  - Karakachan (Bulgarian Shepherd)
  - Korean Jindo
  - Racing (non-retired) Greyhounds
  - Sarloos Wolfhounds
  - Wolf Hybrids
- 13.14 Any Pet less than 8 Weeks old;
- 13.15 The applicable Excess and any co-payment as shown on Your Schedule.

# **General Conditions**

- 14.1 You must observe and fulfil all the terms, conditions and endorsements of this policy otherwise We will not be liable under the policy.
- 14.2 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.
- 14.3 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.

- 14.4 Dogs 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.
- 14.5 You must notify Vetsure as soon as possible of any changes which may affect the cover provided and which have occurred since the cover started. This includes, but is not limited to, changes to Your Pet's behaviour if they begin to exhibit aggressive or vicious tendencies. If You do not inform Vetsure of any changes, this policy may become invalid, either in full or in part, and may not provide the cover You require. We reserve the right to alter the terms of this policy immediately after We are notified of such changes.
- 14.6 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 abide by Your Vet's recommendations on vaccinations. You must also agree to have Your Pet vaccinated against any other disease a Vet feels is necessary and You must keep Your Pet's vaccinations up to date, as recommended by Your Vet.
- 14.7 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.
- 14.8 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.
- **14.9** Unless it is specifically agreed to the contrary and other than as specified under Clause 14.10 (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.
- **14.10** Cell Limitation Clause: **Atlas** may create one or more cells for the purposes of segregating and protecting cellular assets. The assets of the **Atlas 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 **Atlas TVIS Cell** available for settlement of claims at the moment when **Your** claim is notified to Us; and
  - that only in the event that Atlas TVIS Cell's assets are exhausted may Atlas' non-cellular assets be secondarily used to meet losses incurred by Atlas 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 **Atlas TVIS Cell** and that the Insured is aware of the provisions of the PCC Regulations, which apply to **Atlas** and **Atlas 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.

# **Claims and Our Claims Procedure**

- 15.1 When Your Pet receives Treatment or You become aware of an event or Condition that could lead to a claim, You must inform Vetsure within the period stipulated within this document under each section of cover. If the Treatment of Your Pet is likely to result in a Veterinary Fees claim exceeding £1,000 You must notify Vetsure immediately, prior to commencing Treatment, for pre-authorisation. You can contact Vetsure in writing at Vetsure, 2nd Floor Titan Court, Bishop Square, Hatfield, AL10 9NA, or by phone on 0800 050 2022 (option 2), or by email at claims@vetsure.com
- 15.2 Vetsure will send You a claim form. Alternatively You can download one at vetsure.com or obtain one through Your Vetsure Clinic. You will need to complete the claim form, sign it and return it to Vetsure, together with all the information We require to process the claim. Your Vetsure Clinic will be able to help You with this process. 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.
- 15.3 Claims can be paid directly to Your Vetsure Clinic such that You will only need to pay Your Vetsure Clinic any Excess contribution and co-payment contribution (where applicable) due. If Your Pet is not accredited by Vetsure, acceptance of 'direct claims' will be at the discretion of Your Vet.
- 15.4 As to the 'Death of Pet from Accident or Illness' Section and 'Loss by Theft or Straying' section it is Your responsibility to provide adequate proof of purchase or donation cost for Your Pet and We reserve the right to set the relevant Market Value if proof of purchase/ donation cannot be provided. In any event Market Value will be limited to a maximum of 50% of the Benefit Limit for Pets aged 6 years or more. Where a claim is made for a pedigree Pet, We reserve the right to request that You send Us, at Your cost, the originals of a recognised Breed Club registration document and / or Pedigree Certificate in addition to the purchase receipt.

- **15.5** For a claim under the 'Loss by Theft or Straying' section **You** must provide **Us** with documentary evidence of the reward offer made and details of the beneficiary.
- **15.6** 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.

# **Cancellation and Amendments**

- 16.1 You may within 14 days of the initial Cover Start 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.
- 16.2 After the expiry of the 14 day period referred to above, You may cancel this policy by contacting Vetsure. 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 Vetsure's Terms of Business for full details.
- 16.3 You must adhere to the General Conditions of this policy. Failure to adhere to these terms may result in rejection of any claims and We may cancel Your policy by sending 10 days' 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 due. If a claim has been submitted or is pending, We will not refund any premium.
- 16.4 If You request an alteration to this policy a new Schedule will be issued.

# **Automatic Termination**

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

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

# **Enquiries or Complaints**

18.1 We aim to provide a high level of service, but should You have an enquiry or complaint, You should first contact Vetsure at: Vetsure Pet Insurance, Customer Care Department, 2nd Floor, Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA OR telephone: 0800 050 2022 OR email info@vetsure.com.

**Vetsure** will handle all complaints in the first instance. This includes any complaints relating to claim outcomes or the pricing of **Your** policy - which **Vetsure** will manage on behalf of Atlas TVIS.



PLEASE NOTE - Please quote Your policy and/or claim number in all correspondence.

18.2 If You remain dissatisfied:

If Vetsure are not able to provide a final response within 15 working days

or

You are not satisfied with Vetsure's explanation as to why they require longer, OR You are dissatisfied with the outcome then You can take the case further through independent arbitration. If the complaint is regarding:

ale or servicing of a policy or the service eceived from Vetsure during the handling laim, please contact:
cial Ombudsman Service nge Tower our Exchange Square on GE hone: 08000 234 567 or 0300 123 9123 complaint.info@financial-ombudsman. c

Referral to the Financial Ombudsman Service must be made within six months of the date of **Vetsure's** final response. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **You** will receive guidance from staff at the Ombudsman about **Your** options, or **You** may wish to seek **Your** own professional or legal advice.

The Financial Ombudsman Service would expect **You** to have had a final response from **Vetsure** before they accept **Your** case, so please obtain this before approaching them.

Referral to the FOS or the Office of the Arbiter for Financial Services does not affect **Your** right to take legal action against **Us**.

18.3 The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service brought 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.

# **Other Important Information**

#### About the Insurer

Atlas Insurance PCC Limited (Atlas) is an insurance company incorporated in Malta pursuant to the Insurance Business Act 1998 (Chapter 403 of the Laws of Malta) to carry on general insurance business and is regulated by the Malta Financial Services Authority. Atlas 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 **Atlas TVIS Cell**, a cell created in terms of the PCC Regulations for the purposes of segregating and protecting cellular assets. The assets of the **Atlas 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** is the policy administrator and claims handler. **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. **Vetsure** can be contacted on **0800 050 2022** 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

is authorised and regulated by the Financial Conduct Authority (FCA No. 523215).

#### **Policy Renewal**

When **We** offer to renew **Your** policy for a further **Policy Period We** may change the premium and/or policy terms and conditions.

Changes to Your policy will only be made by Us at renewal. We will not make changes to Your policy during Your Policy Period unless:

- You decide to change Your Pet's cover
- You disclose changes which may affect the cover; or-
- You did not declare something when previously asked by Us or You intentionally or unintentionally provided inaccurate information when previously asked.

Before 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.

**PLEASE NOTE** -If **You** do not wish **Your** policy to renew at the end of the **Policy Period You** should contact **Us** and cancel **Your** direct debit.

Your renewal documents will be sent to You by email (unless You have requested that they be sent by post) at least 21 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 and Privacy Protection**

Atlas TVIS are the data controllers, as defined by the relevant data protection laws and regulations, of personal data held about You or relating to You and/or to any other person/s whom You name on Your policy (hereinafter referred to 'Others' within this clause).

In completing all the forms (including online forms) related to **Your** policies or claims, **You** confirm **Your** understanding and acceptance of the terms in **Our** Privacy Policy. **You** hereby warrant that **You** have informed Others why **We** asked for this information and what **We** will use it for and have obtained the necessary explicit verbal consent.

**Atlas TVIS** collects and processes information about **You** and Others for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing pr detecting crime (including fraud). **We** may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas TVIS may collect and disclose Your and Others' information from/to other entities in order to

conduct Our business including:

- managing claims, which may require obtaining data including medical information about Your
  Pet from animal health providers and which You hereby authorise;
- helping Us prevent or detect crime by sharing Your information with regulatory and public bodies in the UK and Malta or overseas as well as with other insurance companies (directly or via shared databases), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **Our** third-party suppliers or service providers to whom **We** outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You have the right to access Your personal data and ask Atlas TVIS to update or correct the information held or delete such personal data from our records if it is no longer needed for the purposes indicated above. You may exercise these and other rights held in Our Privacy Policy, by contacting our Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta'Xbiex Seafront, Ta'Xbiex XBX 1021 Malta or email dpo@atlas.com.mt Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protections laws or other laws and regulations.

If **You** and Others consider that the processing of personal data by **Atlas TVIS** is not in compliance with data protection laws and regulations, **You** and Others may lodge a complaint with **Us** and/or the Office of the Information and Data Protection Commissioner by following this link https://idpc.org. mt/en/Pages/contact/complaints.aspx

If you wish to view the full Privacy Policy, for a better understanding of how we use this data please visit https://www.atlas.com.mt/legal/data-protection/. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

# Telephone charges and call monitoring

Calls to **0800** are free of charge from all consumer landlines and mobile phones.

If you are calling from a business phone, you should check with your provider whether there will be a charge for calling **0800**.

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 Vetsure 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
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends **Us** or **Vetsure** 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 and Vetsure 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 and Vetsure honest and accurate answers to the questions We and Vetsure 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 or Vetsure, We may exercise certain remedies which include cancelling this policy, retaining premiums or reducing the benefits due in terms of the policy.



# Useful Contact Details

Policy Sales, Service & Renewals 0800 050 2022 info@vetsure.com

0800 050 2022 claims@vetsure.com



Claims

# **Direct Claims**

Thank you for choosing a Vetsure policy for your pet! We, like you, hope that your pet leads a happy, healthy life and you do not need to make a claim for their treatment, but if you do,

we want to ensure the process is as easy and hassle free as possible so you can concentrate on just getting them feeling better.

One of the major benefits of using your Vetsure policy at a Vetsure-accredited

veterinary clinic is that you can be assured that they will offer a 'direct claim' facility. This will mean that you will only need to pay any excess contribution due up-front and the balance for any eligible claims will be paid direct to your vet!

You are of course welcome to use any veterinary clinic of your choosing, but if they are not Vetsure-accredited 'direct claims' will be offered at their discretion.

For more information about our network of excellent accredited clinics please visit **www.vetsure.com/our-network.** 

