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Underwritten by Elite Insurance Company Limited

You have applied for **Pet** insurance with Elite Insurance Company Limited. In return for the appropriate **Premium**, this **Policy** confirms **Your Pet** is insured from the **Policy Start Date** (to the extent and **Maximum Benefit** specified in **Your Schedule** and subject to the terms, exclusions and conditions of the insurance contract as set out in this **Policy**).

Your proposal, **Policy** and **Schedule** combine to form this insurance contract. This insurance applies only to an event arising in the **Territorial Limits**.

PLEASE NOTE: You have a statutory right to cancel this **Policy** and obtain a refund of any **Premium** paid for a short period of time after the **Policy Start Date** and thereafter both **You** and **We** can cancel cover by giving notice to the other. Details of these separate cancellation rights are set out in General Conditions section 7 of this **Policy**.

DEFINITIONS

Some of the words and phrases **We** use in this **Policy** have special meanings and appear in bold typeface. Except where the context otherwise requires, the masculine shall include the feminine, the singular shall include the plural and vice versa, as appropriate.

DEFINITIONS

Behavioural Problems

Means any change to **Your Pets** normal behaviour, resulting from a mental or emotional disorder

Clinical signs

Means changes in the **Pets** normal healthy state, its bodily functions or behaviour.

Complementary medicine

Means physiotherapy, acupuncture, homeopathic or herbal medicines.

Condition

Means all **Clinical Signs** of **Injury** or **Illness** resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

Excess

Means the amount as noted in the **Schedule** for which **You** are responsible in the event of a claim.

Illness

Means physical disease, sickness, infection or failure which is not caused by **Injury**.

Immediate family

Means **Your** spouse, children and parents.

Initial Exclusion Period

Means the length of time as specified on the **Schedule** of the **Policy** after the **Start Date** during which there is no cover for **Your Pet**.

Injury

Means physical damage or trauma caused by an accident.

Market Value

Means the price usually paid for an animal of the same age, breed and pedigree at the time **Your Pet** was acquired

Maximum Benefit

Means the most **We** will pay in respect of any single occurrence or in total as set out in the **Policy Schedule** for any one **Period of Insurance**.

Period of insurance

Means the period between the **Policy Start Date** and the **Termination Date** for which the correct **Premium** has been paid.

Pet

Means the dog, cat or rabbit identified as insured in the **Policy Schedule**.

Policy

Means the cover provided to **Your Pet** under the terms and conditions of this insurance contract.

Pre-Existing Conditions

Clinical Signs or **Conditions** which arose, showed signs of or were treated prior to the **Policy Start Date**.

Premium

Means the amount **You** must pay for cover under this **Policy**.

Schedule

Means the document accompanying this **Policy** which confirms **Your Pets** details, the Policy **Start Date**, **Excess** and limits of cover which **You** have applied for and which **We** have accepted.

Start Date

Means the date cover commences as shown on **Your Schedule**.

Termination date

Means the earliest of the following to occur:-

- a) **Your Pet** dies or;
- b) **You** default on **Your** monthly **Premium** (if **Your Policy** is paid monthly) or;
- c) **You** do not renew **Your Policy** (if paid annually); or
- d) **You** or **We** may cancel this **Policy** as per sections 7 & 8 of the **General Conditions, Including How To Claim** found on page 13 of this document.

Territorial Limits

Means the United Kingdom, Channel Islands and Isle of Man.

Treatment

Means any consultation, examination, advice, tests, x-rays, medication, surgery, nursing care provided by a veterinary practice or qualified practitioner recommended by **Your Vet**.

Vet

Means a Registered Veterinary Surgeon or Registered Specialist Veterinary Surgeon

We / Us / Our

Elite Insurance Company Limited of 913 Europort, Europort Road, Gibraltar.

You / Yours

Means the policyholder noted on the Schedule.

PAYMENT OF PREMIUMS

Premiums are payable by **You** on either an annual basis or monthly in advance. **You** must continue to pay **Your Premium** as it falls due in order to ensure continuous cover under this **Policy** even if **You** are in receipt of, or awaiting, any payment due to **You** from **Us** under this **Policy**. If there are any changes to the current level of Insurance Premium Tax or **We** are required to impose any other taxation or levy on, or in respect of, the **Premium** then **Your Premium** will be amended from the date any such taxation changes or requirements are implemented.

CLAIMS CONDITION

Where the **Premium** for this **Policy** is payable by monthly installments and a claim is made on this **Policy** within the first twelve months of the **Start Date** any outstanding annual **Premium** will be deducted from the claim payment.

When a claim is made on this **Policy** an **Excess** equivalent to the amount stated on the **Schedule** will be deducted from each claim.

SECTION 1 - VET'S FEES

This only applies if it is included in the **Schedule**. The **Excess** applies to this section.

Cover

We pay up to the amount shown in the **Schedule**, for each **Condition**, for the reasonable and customary veterinary charges following **Treatment** given by a qualified **Vet**. **We** also cover **Complementary Medicine** recommended by **Your Vet** and administered by a qualified practitioner. This must follow an **Injury** or **Illness** that happened or started during this **Period of Insurance**. **We** also cover **You** up to the amount specified in the **Schedule** for the difference between **Your Pet's** normal diet and any special diet prescribed by and only available from **Your Vet** as part of the **Treatment** to dissolve bladder stones or crystals in urine.

While **Your Pet** continues to receive **Treatment** from **Your Vet** or a recommended qualified practitioner unless **We** say otherwise, **We** will need a written note from **You** every 30 days informing **Us** of any costs incurred and the current state of **Your Pet's** health.

If total **Vet's** fees seem likely to exceed £1000, **You** must notify **Us** immediately as **We** may wish to obtain a second opinion from **Our** veterinary advisor. NB. **We** cannot accept liability for any claim until a fully completed claim form, detailed veterinary account and full medical history is received.

Exclusions

The following are not insured:

1. Costs resulting from an **Injury** or **Illness** which are **Pre-Existing Conditions**.
2. Costs resulting from an **Injury** or **Illness** first showing **Clinical Signs** within the **Initial Exclusion Period**.
3. Costs for an **Injury** or **Illness** arising directly or indirectly from negligent mistreatment of the insured **Pet** whether by act or omission.
4. Costs for cosmetic **Treatment** or preventative **Treatment** recommended by **Your Vet** to prevent **Injury** or **Illness** including trimming, scaling or polishing teeth, vaccination, spaying, castration, grooming or nailclipping, breeding, whelping, kitting and any claims arising as a result of these procedures.
5. Any costs arising from vicious tendencies or **Behavioural Problems** shown by **Your Pet**.
6. Any costs for house calls / out-of-hours calls unless **Your Vet** confirms that **Your Pet** was suffering from a life-endangering **Condition**, or hospitalisation costs, such as housing, bedding, food.
7. Costs of putting a **Pet** to sleep, cremation, disposal.
8. Costs not backed up by a receipt/invoice showing full details of the costs incurred.
9. Any costs incurred more than 365 days after the first date of **Treatment** for any **Condition**, whether it is ongoing, chronic or recurring.
10. Costs for **Treatment** of **Conditions** arising from **Your Pet** being overweight, except weight gain as a result of a diagnosed **Illness**.
11. Prescribed diets other than those supplied by the **Vet** to dissolve bladder stones or crystals in urine.

SECTION 2 - DEATH OF DOG OR CAT FROM ACCIDENT OR ILLNESS

This only applies if it is included in the **Schedule**. The **Policy Excess** applies to this section.

Cover

We pay the **Market Value**, the **Purchase Price** or the amount shown in the **Schedule** (whichever is less) if **Your Pet** dies during the **Period of Insurance** or is put down for humane reasons because of an **Injury** or **Illness** that happened or started during this **Period of Insurance**. The death must occur during the same **Period of Insurance**. **You** must tell us immediately in writing of the accident or **Illness**.

Exclusions

The following are not insured:

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 order related to a 'notifiable' disease.
2. Death during or after a surgical operation or a general anaesthetic unless a qualified **Vet** certifies that it was necessary because of **Injury** or **Illness**.
3. Putting a **Pet** to sleep for financial reasons or putting a dog to sleep because of its vicious tendencies or **Behavioural Problems**.
4. Death due to **Illness** of any dog or cat aged 8 years or over at the inception or renewal of any **Policy**.

Conditions which apply to sections 1 and 2.

1. If there is any **Illness** of, or **Injury** to, **Your Pet** **You** must immediately get a qualified **Vet** to treat **Your Pet** (**You** must pay for this). **You** must allow the **Vet** to take **Your Pet** away for **Treatment** if it is best. **You** must provide a report from the attending **Vet** about the **Condition** of **Your Pet** (even if it dies). **You** must keep to every reasonable instruction **We** issue.
2. If **Your Pet** dies, **You** must arrange and pay for a qualified **Vet** to certify the cause of death. The **Vet** must make a post-mortem examination at **Your** expense (if **We** say **We** need one).

SECTION 3 - BOARDING KENNEL/CATTERY FEES

This only applies if it is included in the **Schedule**. The **Policy Excess** applies to this section.

Cover

We pay the cost of boarding **Your Pet** if:

- (a) **You** suffer any bodily injury, sickness or disease and **You** are in hospital for a continuous period of 14 days or longer; and
- (b) there is no other responsible person who can care for **Your Pet**. **You** must board **Your Pet** at a licensed kennel or cattery and **We** will pay up to the amount given in the **Policy Schedule**.

Exclusions

The following are not insured:

1. Any claims by **You** or **Your Immediate Family** for:

(a) pregnancy;

(b) any hospital **Treatment** that was expected or probable when **You** started or renewed this insurance; and any medical **Condition You** or **Your Immediate Family** already have which might happen again.

2. Any claim if:

(a) **You** do not send **Us** receipts from the boarding kennel or cattery clearly showing the name of the **Pet**, the owner's name and address, the date **Your Pet** was cared for by the kennel or cattery and the amounts charged each day;

(b) a medical certificate from the hospital **You** attended does not show **Your** name and address or **We** do not receive it.

SECTION 4 - HOLIDAY CANCELLATION

This only applies if it is included in the **Schedule**. The **Policy Excess** applies to this section.

Cover

If **You** have to cancel or cut short **Your** holiday because **Your** cat or dog needs emergency life-saving surgery because of an accident or **Illness** occurring within 14 days of the holiday, **We** pay the costs that **You** cannot recover. **We** only pay up to the amount shown in the **Schedule**.

You will need to get (at **Your** own cost) receipts from the travel company, tour operator or other similar party for the expenses that are being claimed, clearly showing dates and charges **You** have to pay because of cancelling or cutting short **Your** holiday.

Exclusions

You are not insured for the following:

1. Surgery for non-life-saving operations.
2. Costs for any holiday booked less than 28 days before **You** leave.
3. Expenses that can be claimed from any other source.

SECTION 5 - LOSS BY THEFT OR STRAYING

This only applies if it is included in the **Schedule**. The **Policy Excess** applies to this section.

Cover

We pay the **Market Value**, the **Purchase Price** or the amount shown in the **Schedule** for this section (whichever is less) if the insured dog is not found within 28 days or the insured cat or rabbit is not found within 56 days of straying or being stolen. It must have disappeared from **Your** address or another place as given in the proposal form or approved by any endorsement. **You** must report it to the police as soon as **You** discover that the **Pet** is missing.

We pay an extra amount up to 25% of **Your Pet's** sum insured value on each occasion to cover the cost of advertising for lost or stolen **Pets** or paying a reward which leads to getting **Your Pet** back. (**You** must get **Our** written agreement before offering a reward.)

Exclusions

The following are not insured:

1. Theft which does not involve forcible and violent entry to a secure area, such as a pen or **Your** home.
2. Any advertising costs not accounted for.

SECTION 6 - ACCIDENTAL DAMAGE

This only applies if it is included in the **Schedule**. The **Policy Excess** applies to this section.

Cover

We insure **You** for 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**. **You** are covered while the **Pet** is visiting someone else's property, whether or not **You** are legally liable for the damage. **You** must give **Us** evidence of the loss. The damaged item must not be disposed of without **Our** written consent.

Exclusions

The following are not covered:

1. Damage to any motor vehicle or its contents.
2. Damage caused by **Your Pet** vomiting, defecating (fouling) or urinating.
3. Damage while the **Pet** is left unattended.
4. Any costs arising from vicious tendencies or **Behavioral Problems** shown by **Your Pet**.

SECTION 7 - PUBLIC LIABILITY

This only applies if it is included in the **Schedule**. The **Policy Excess** applies to this section

Cover

We insure **You** for any accident or series of accidents arising out of events against the amount **You** become legally liable to pay for claims made by third parties against **You** arising from bodily injury or disease (fatal or non-fatal) to persons, or damage to property caused by an accident arising out of ownership of the insured **Pet** occurring during the **Period of Insurance**.

We also pay all legal costs and expenses recoverable by any claimant and costs and expenses that **You** incur with **Our** written permission for any claim which may be insured under this section. This includes legal fees up to the sum insured given in the **Schedule** if **You** are taken to court under the Dogs Act 1871 or the Dogs (Protection of Livestock) Act 1953 or the Dangerous Dogs Act 1991.

Exclusions

1. **We** do not insure **Your** legal liability for claims made against **You** by the following people: a relation; a member of **Your Immediate Family**; employee; employer; guest or any person who has a contract with **You** or a business relationship with **You**; any other person **You** are responsible for; or any person who is responsible for **Your Pet**.
2. (a) **We** do not insure liability for **Your** property, or property that **You** are responsible for, or that any person in Exclusion 1 is responsible for;

(b) **We** do not insure liability that is the result of any trade, business or profession, or that **You** accept by signing a lease, agreement or contract.
3. If people are jointly liable for any injury, loss, damage or costs, **We** are not liable to pay any amount above **Your** fair share of that liability.
4. Any costs arising from vicious tendencies or **Behavioral Problems** shown by **Your Pet**.
5. **We** are not liable to pay compensation or legal costs for a person if they result from legal action that this person has started without **Our** written permission, or the legal costs of representing any person covered by this section to defend any action that comes under the legal power of any county court.
6. **We** are not liable to pay any fines following a prosecution under the 1871 Dogs Act, or the Animal (Protection of Livestock) Act 1953 or the Dangerous Dogs Act 1991.
7. **We** do not provide cover for any claim that involves sheep-worrying or injuries or loss from fighting with other animals.

Conditions (section 7 only)

1. **You** must send **Us** every letter, claim, writ, summons, legal process or other document as soon as **You** receive it and without answering it.
2. **You** must not admit, offer, promise, pay or agree to anything without **Our** written permission. If anything happens that might lead to a claim, **You** must not tell anyone that **You** have this insurance. **We** may take over any claim in **Your** name and for **Our** own benefit. **We** will choose how to conduct any proceedings in the settling of any claim.
3. For any claim or series of claims, **We** may at any time pay **You** the amount of the limit of cover (after taking off any amounts already paid as compensation) or any lower amount that the claims can be settled for. **We** will then have no further liability for the claims except for paying costs and expenses incurred before the date of the payment.

CONDITIONS OF SETTLING CLAIMS

1. If **We** request it, the **Vet** attending **Your Pet** or the usual **Vet** or previous **Vet** must give **Us** any information about the **Pet**, including its full medical history, or its **Treatment**. **You** must pay for any costs involved in the above.
2. To deal with a claim, **We** need the **Vet** to complete a form detailing the **Condition**, the **Treatment** and amount charged. **We** also need **You** to fill in the relevant parts of the claim form. **We** will not pay for any fee charged by **Your Vet** for doing this. **We** cannot accept any liability for a claim if this form has not been returned to **Us** as soon as possible and at most within **30** days of the incident occurring, or **Your** renewal if sooner.
3. **We** cannot offer a settlement for a pedigree **Pet** unless **You** send **Us** a recognised club registration document, pedigree certificate and purchase receipt. (**You** must pay for these.)
4. It is **Your** responsibility to prove the value of **Your Pet**. **We** will take into account the age, sex, breed and whether the **Pet** is a registered pedigree or not. **You** must accept that a **Pet's** value is likely to become less as it gets older. Settlement is limited to a maximum of 50% of the sum insured value for **Pets** aged 6 or more and 75% of the sum insured value for neutered **Pets**.

GENERAL CONDITIONS, INCLUDING HOW TO CLAIM

1. How to claim: On discovering any accident, **Illness**, loss, destruction or damage giving rise or likely to give rise to a claim under the **Policy**, **You** must give full details as soon as possible Via the Pet2Insure website If **You** have not received an acknowledgement from **Us** within 14 days of sending them, **You** must send **Us** the details again by recorded delivery. **You** must co-operate fully and truthfully to give **Us** any information **We** may need.

2. **We** are liable only if **We** have received the correct **Premium** before the start of each **Period of Insurance** or within the credit period if **We** have allowed one to a broker or intermediary.
3. If **You** pay **Your Premiums** by direct debit or credit card and **You** default on any payment, **We** will add a charge of £2.99 to **Your** next payment.
4. **You** must observe and fulfil all the terms, conditions and endorsements of the **Policy** otherwise **We** will not be liable under the **Policy**.
5. **You** must not mis-state, or omit or conceal a material fact from the proposal for this insurance or when renewing it or claiming against it. Otherwise the **Policy** is void and **We** will not return the **Premium**.
6. If **You** ask **Us** to alter this **Policy**, its **Schedule** or any part of the cover there will be a reasonable endorsement fee.
7. If **You** have not made a claim, **You** may cancel this **Policy** at any time and be entitled to the return of the unexpired portion of **Your Premium**. However, **We** will deduct the reasonable cost of setting up and administering **Your Policy**. Following the cancellation charge, no refund will be made of any amount equal to or less than £5.
8. **Our risk is regularly reviewed and following such a review we** may determine to cancel this insurance. We may do so providing you with 7 days notice in writing of our intentions. We will return the **Premium** paid less a reasonable amount for the time the **Policy** has been in force. **Our** liability then ceases immediately but without affecting **Your** rights or **Our** rights under the **Policy** up to the cancellation date. Notice will be treated as sufficiently given if posted to **Your** last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £5.
9. If **You** make a claim for loss, damage or other liability that:
 - (a) is covered by any other insurance; or
 - (b) would have been covered if **You** didn't have this **Policy**;then **We** will only pay any part of the claim that is more than the amount the other insurance would have paid if this **Policy** did not exist.
10. If **You** do not agree with **Us**:
 - (a) If any dispute arises as to the amount to be paid under the **Policy**, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to **Your** legal rights and does not replace them.
 - (b) If the dispute is because of different opinions of **Vets**, **We** can appoint an independent **Vet** whom **You** must also agree to. The fees for this **Vet** will be shared equally by **You** and **Us**. The **Vet's** decision will be binding on both of **Us**.

11. **We** are not liable to pay any claims (including public liability) caused by a **Pet** straying, escaping, damaging property, attacking the general public or other **Pets**, if the **Pet** has a history of doing this. However, **You** are covered if **You** told **Us** about the **Pet's** history and **We** accepted it in writing.
12. The **Policy** does not cover using any insured **Pet** in any trade, profession or business, unless **We** have agreed in writing to cover this.
13. Any insured 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 any insured dog is on a public highway, it must be on a collar and lead under control.
14. **You** must always take reasonable steps to prevent accidents, **Illness**, loss and damage and to minimise any claim under this **Policy**. **You** must have the **Pet** wormed regularly and protect it from infections or contagious disease by keeping it isolated. **You** must also have the **Pet** vaccinated as necessary against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis and cat flu for cats. **You** must also agree to have **Your Pet** vaccinated against any other disease **Your Vet** feels is necessary.

GENERAL EXCLUSIONS

We are not liable for the following:

1. Any claim for a **Pet** less than 6 weeks of age.
2. Any claim arising directly or indirectly from negligent mistreatment of the insured **Pet** whether by act or omission.
3. Any **Pre-Existing Condition** that existed before the **Start Date** of this **Policy**.
4. Any claim for injuries, loss or damage that arises from the insured **Pet** fighting with other animals.
5. Any claim within the **Initial Exclusion Period** during which there is no cover for **Your Pet**.
6. Any claim for indemnity provided to **You** under this **Policy** that is provided by any other insurance policy.
7. All losses arising from the insured **Pet** being neutered or spayed.
8. Any claim as a result of any sexually transmitted disease, rabies, Aujesky's disease, leishmaniasis, epidemic outbreaks whether vaccinated against or not, or any 'notifiable' disease.
9. **We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
 - (a) **You** or someone acting on **Your** behalf; or
 - (b) someone caring for or in control of the animal; or

- (c) one of **Your** family, relations, agents, employees, licensees, paying guests, someone living with **You** or other person in contractual relationship with **You**.
- 10. Any loss which is the result of **Your** breaking the United Kingdom regulations on animal health and importing animals.
- 11. Any consequential loss.
- 12. All losses arising as a result of **Your Pet** undergoing organ transplants.
- 13. 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. Any legal liability or consequence associated with or caused by:
 - (a) war, invasion, act of foreign enemy or hostilities (whether war is declared or not);
 - (b) civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lock-outs;
 - (c) military power or coup;
 - (d) nuclear or radioactive escape, accident, explosion, waste or contamination;
 - (e) aircraft or other aerial devices.
- 11. Any loss occurring outside the **Territorial Limits**.

COMPLAINTS

If **You** have a complaint, please follow this procedure:

If **You** are not satisfied with the decision on **Your** claim or **Our** claims service, please write to the Claims Manager at Claims Administrator, Trent-Services, Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN, e-mail admin@trent-services.co.uk , telephone 01285 626020. Trent Services (a trading name of BBH Shelter Limited) are authorised and regulated by the FSA No. 312766.

If **You** are unhappy with any other aspect of **Our** service, please write to the Customer Services Manager at Trent-Services, Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN

If **You** remain dissatisfied, please write to the General Manager at Elite Insurance Company Limited of 913 Europort, Europort Road, Gibraltar.

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