

# Lifetime Pet Insurance



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UNDERWRITTEN BY : PINNACLE INSURANCE PLC

Head and Registered Office : Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX, United Kingdom

Company Registered Number : 1007798

Policy Number : 02333

Date of Policy : 1<sup>st</sup> August 2008

## INTRODUCTION

This policy provides **you** with everything **you** need to know about **your pet** cover and contains all the contractual terms and conditions of **your** cover including the exclusions.

Please read this policy carefully, and keep it in a safe place as it explains the benefits that are available to **you** and the conditions which must be met to qualify for those benefits. The policy, **certificate of insurance** and any endorsements should be read as one document. Any **excesses** or special conditions/exclusions are shown in **your certificate of insurance**. Please make sure that **you**:

- know what this insurance does and does not cover; and
- understand the terms and conditions of making a claim.

This policy uses words and phrases that have specific meanings. **You** will find these explained in Section 2 - Definition of Terms. Defined words are shown in "**bold**" wherever they appear.

## SECTION 1 - CONTACT DETAILS

As there may be times when **you** need to get in touch with **us**, **we** have put **our** contact details in this Section so that they are easy to find. If **you** need to speak to **us**, please call **us** on **0344 543 1067**. Lines are open Monday to Friday, 8.30am to 6pm. For non-emergency pet health queries:

Please call **our helpline** (Petcall) any time of the day or night on **0330 123 1923**. Please make sure that **you** have **your** policy number available when **you** telephone.

In case of emergencies:

If **your pet** has collapsed, is unconscious or been involved in a serious accident **you** should consult **your vet** immediately. Should this then result in **you** needing to make a claim, please contact **our** Claims Department on **0344 543 1067** as soon as possible.

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

If **you** need to write to **us**, **you** should address **your** letter to the relevant department and send it to the address below:

For general enquiries or cancellations:

Customer Services Department

For claims:

Claims Department

To make a complaint:

Customer Relations Department

Address:

helpucover Pet Insurance, Pinnacle House  
A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Email Customer Services Department:

contact@helpucover.co.uk

Email Claims Department:

contact@helpucover.co.uk

**You** can also download a **vet fees** claim form online at:

www.helpucover.co.uk/claims

## SECTION 2 - DEFINITION OF TERMS

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

**Alternative Medicine** means herbal or homeopathic medicine.

**Bilateral** means the right and left sides of paired organs or body parts.

**Certificate of Insurance** means the personalised document issued by **us** which sets out the details of **your** cover, and which should be read in conjunction with the terms and conditions of the policy.

**Complementary Treatment** means physiotherapy, hydrotherapy, osteopathy, massage and healing, acupuncture or chiropractic treatment.

**Condition(s)** means any illness or accidental injury whether or not it results in a diagnosis. There will be **conditions** that will fall in the following categories:

1. **Bilateral Condition(s)** means any **illness** or **accidental injury** affecting **bilateral** body parts of **your pet** such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae;
2. **Recurring Condition(s)** means any previous **illness** or any **symptoms** relating to that **illness** or a previous **accidental injury** or any **symptoms** relating to that **accidental injury** that may come back or that **your pet** is prone to, no matter how many times this comes back or how many areas of the body are affected;

3. **Related Condition(s)** means if a number of **illnesses**, accidental injuries or **symptoms** are:
  - (a) diagnosed as one **illness** or **accidental injury**; or
  - (b) caused by, relate to, or result from another **illness**, **accidental injury** or symptom.

When applying a **maximum benefit** or exclusion, **we** will consider **bilateral conditions**, **recurring conditions** or **related conditions** as one **illness** or **accidental injury**, unless a **vet** confirms that they are unrelated. **We** may seek further confirmation of this from a **vet** appointed by **us**.

**Excess(es)** means the amount **you** are required to pay as part of each and every veterinary fees claim under this policy. The **excess** is applicable to each **condition** per **policy year** and is shown in **your certificate of insurance**.

**Family** means **your** spouse, civil partner, partner of the same or opposite sex whom **you** currently live with, children, parents or other relatives who normally live with **you**.

**Helpline** means the helpline operated by Petcall, a trading name of Vetsdirect Limited. Company Number: SC230445.

**Illness** means physical disease, sickness, abnormality, infection or failure which is not caused by an **accidental injury**. This includes any symptoms, whether or not diagnosed.

**Involuntary Unemployment** means:

1. being entirely without paid employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
2. being available for, and actively seeking work and registered with the:
  - (a) Department for Work and Pensions Jobcentre Plus; or
  - (b) Department for Social Development in Northern Ireland; or
  - (c) States Insurance Authorities in the Channel Islands or a European Union member state; or
  - (d) Department of Social Care in the Isle of Man; and
3. **you** must have signed a Jobseeker's agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands, the Isle of Man or a European Union member state; and
4. if **you** are self-employed, **you** must have ceased trading and the final accounts for the winding up of the business have been prepared and submitted to HM Revenue & Customs.

**Market Value** means the cost for an animal of the same age, breed, pedigree, sex and breeding ability as **your pet**.

**Maximum Benefit** means the most **we** will pay during the **policy year** in respect of any element of cover as set out in **your certificate of insurance**.

**Pet** means the cat named and described on the **certificate of insurance**.

**PETS** means Pet Travel Scheme, the United Kingdom Government scheme, administered by the Department for Environment, Food and Rural Affairs (DEFRA) allowing **you** to take **your pet** abroad to certain specific countries and re-enter the United Kingdom without the need for **your pet** to go into quarantine provided certain criteria have been adhered to. The scheme is also known as the PETS.

**Poisoning** means the introduction of a substance into the body by any route which causes **accidental injury** or death to **your pet**.

**Policy Year** means the 12 month period shown on **your certificate of insurance** during which **your premium** and benefit levels are guaranteed. However, due to legislative, tax or regulatory requirements **we** may be required to alter **your premium** during that 12 month period. Section 5 D 4 (d) of this policy provides more detail.

**Pre-existing Condition** means a **condition** or any complication directly attributable to that **condition** that has been investigated by a **vet** or is otherwise known to **you**, prior to the **start date** of the insurance. This also includes any **symptom** which clinical evidence shows **you** knew about or where **your pet** showed symptoms that **you** would have been aware of prior to the **start date**.

**Premium(s)** means the monthly premium payable by **you** in respect of this insurance.

**Start Date** means the date on which **your pet** first becomes covered under this policy as shown on **your certificate of insurance**.

**Symptom(s)** means a change in **your pet's** normal healthy state, its bodily functions or behaviour.

**Treatment(s)** means any examination, consultation, advice, tests, X-rays, medication, surgery, nursing and care provided by a **vet**, veterinary practice or member of an approved professional organisation following **your vet's** instruction, which a **vet** who may be appointed by **us** deems necessary in line with the Royal College of Veterinary Surgeons code of professional conduct up to the limits set out in **your certificate of insurance**. **We** may telephone **your vet** to ascertain that **treatment** was appropriate for the particular **condition**.

**Vet** means:

1. in the United Kingdom, the Channel Islands or the Isle of Man, a member of the Royal College of Veterinary Surgeons actively working as a veterinary surgeon or holding a veterinary degree approved by the Royal College of Veterinary Surgeons;
2. outside the United Kingdom, the Channel Islands or the Isle of Man, a veterinary surgeon who is registered and actively working in a country covered by the **PETS**.

A **vet** treating **your pet** cannot be **you**, a relative or close friend.

**Vet Fees** means fees charged by a **vet** to provide **treatment** for a **condition**.

**We, Us, Our** means Pinnacle Insurance plc (Company number 1007798) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 110866) and its registered office address is at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. helpucover is a trading style of Pinnacle Insurance plc.

**You, Your, Yourself** means the person named in the **certificate of insurance** who is responsible for **your pet**. Joint policyholders are not permitted. If **your pet** is owned by more than one person **you** must select one to be the policyholder.

## SECTION 3 - ELIGIBILITY AND COVER LIMITS

You can start insurance for **your pet** from 8 weeks up to their 10<sup>th</sup> birthday.

Cover will continue beyond these entry ages for the lifetime of **your pet** subject to the terms and conditions of this policy.

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

## SECTION 4 - YOUR INSURANCE COVER

### A. VETERINARY FEES

#### What we will pay

We will reimburse **you** the cost of any **treatment your pet** has received for a **condition(s)** during the **policy year**, up to the limits set out in **your certificate of insurance**. We may telephone **your vet** to confirm the **treatment** was appropriate for the particular **condition**. If a **vet** appointed by **us** advises these fees and **treatment** are excessive, **we** will negotiate with **your vet** on **your** behalf and **we** may ask **you** to seek an alternative **vet** for future **treatment**. Otherwise **we** may not be able to pay future claims.

#### What you pay - the excess

For each **condition** that is treated during the **policy year** and which is not related to any other **condition** treated during the same **policy year** you will have to pay the **excess**.

#### What you are covered for:

1. **vet fees** incurred treating the **condition**;
2. any **alternative medicine your vet** recommends;
3. any **complementary treatment your vet** recommends up to £750 per **policy year** (in respect of Vital cover, subject to the **condition** limit per **policy year**);
4. the cost of having **your pet** put to sleep (euthanasia) if recommended by or agreed with **your vet**;
5. 25% of the cost of a clinical diet for **your pet** for a maximum period of 6 months per **condition**, provided it is recommended by **your vet** for a treatable **condition** other than for obesity/weight loss;
6. the cost of **treatment** for a dental **condition** and any related **conditions**, provided:
  - (a) there is a history of annual check-ups (or if not annual, as recommended by **your vet**) and evidence that any advice given has been followed within 6 months;
  - (b) the **treatment** is to relieve suffering due to **illness**; and
  - (c) the dental **treatment** was not recommended and undertaken within the first 2 years of cover. This does not apply to the **treatment** of deciduous teeth;
7. the cost of dental **treatment** as a result of an **accidental injury**; and
8. ongoing **treatment** of a **condition** providing the policy remains in force.

#### We will not pay for:

1. any **treatment your pet** has received outside the **policy year**;
2. the **excess**;
3. any amount more than the **maximum benefit** in any **policy year**;
4. more than any **condition** limits per **policy year** as shown in **your certificate of insurance**;
5. any excluded **condition** stated on **your certificate of insurance**;
6. any **pre-existing condition** or any subsequent **condition** related to any **pre-existing condition**;
7. the cost of any **treatment** for any **illness** or **poisoning** which occurs or shows **symptoms** within 14 days of the **start date**;
8. any **treatment** for **accidental injury** within 3 days of the **start date**;
9. any cost relating to routine or investigative tests including but not limited to pre-operative blood tests, unless these are to diagnose a **condition** due to specific existing **symptoms** and the **condition** is covered under this policy;
10. any routine and preventative **treatments**, cosmetic dentistry, cosmetic surgery, cleaning and descaling of teeth, spaying, castration, routine removal of dew claws, parasite control **treatments**, grooming and nail clipping or any complications arising from these **treatments**;
11. preventative vaccinations or any complications arising from these;
12. the cost of **treatment** for a dental **condition** and any related **conditions**, unless:
  - (a) there is a history of annual check-ups (or if not annual, as recommended by **your vet**) and evidence that any advice given has been followed within 6 months;
  - (b) the **treatment** is to relieve suffering due to **illness**; and
  - (c) the dental **treatment** was recommended and undertaken after the first 2 years of cover. This does not apply to the **treatment** of deciduous teeth;
13. the cost of any dental crowns, root canals or fillings;
14. any **treatment** related to retained testes if **your pet** is over 16 weeks of age at the **start date**;
15. any **treatment** related to deciduous teeth if **your pet** is over 16 weeks of age at the **start date**;
16. any **treatment** related to pregnancy, giving birth or breeding and any complications thereof;
17. house calls, premium rate out of hours **treatment**, or ambulance fees unless **your vet** confirms these were essential for **your pet's** health;
18. any **treatment** for an injury or **illness** deliberately caused by **you** or anyone living with **you**;
19. any **treatment** for an **illness** that is preventable by vaccination and **you** failed to vaccinate as recommended by **your vet**;

20. the cost of any **treatment** for fleas except where this is used to treat a skin condition, in which case **we** will pay the cost of 1 flea **treatment**;
21. any **treatment** following a fight between two or more of **your pets** or where one of the pets involved is residing at **your** address but belongs to a member of **your family** or anyone else living with **you** on a permanent or temporary basis;
22. any fees charged by **your vet** for completing claim forms;
23. travelling expenses;
24. the cost of any post mortem, cremation, burial or disposal of **your pet**;
25. any post operative or convalescent **treatment** which **your vet** confirms **you** could have provided in **your home yourself**;
26. any transplants (including stem cell transplants), prostheses and any associated **treatment**, including the provision of a support and mobility aids;
27. the cost of surgical items that can be used more than once;
28. the cost of any food except as set out in Section 4 A "What you are covered for" 5; or
29. any fees charged by **your vet** for referral to another **vet**.

## B. ACCIDENTAL DEATH

### What we will pay

**We** will reimburse **you** the price **you** paid for **your pet** up to the **maximum benefit**, if it dies during the **policy year** following an **accidental injury**.

**We** will pay this benefit in addition to any **treatment** costs already paid to treat **your pet** for the **accidental injury**.

If **you** did not pay for **your pet** or have no formal proof of payment, **we** will pay **you** whichever is the lower value of the amount **you** disclosed at the time of **your** application for cover or the **market value** (up to the **maximum benefit**).

**We will not pay this benefit if your pet dies as a result of:**

1. an **illness**;
2. **poisoning** first occurring or showing **symptoms** within 14 days of the **start date**; or
3. **accidental injury** within 3 days of the **start date**.

## C. THEFT AND STRAYING

### What we will pay

**We** will reimburse **you** the price **you** paid for **your pet** up to the **maximum benefit**, if during the **policy year** **your pet** is stolen or strays and is not recovered within 30 days.

If **you** did not pay for **your pet** or have no formal proof of payment, **we** will pay **you** whichever is the lower value of the amount **you** disclosed at the time of **your** application for cover or the **market value** (up to the **maximum benefit**).

### What you need to do

As soon as **you** find out **your pet** is missing, **you** must report this to the **vet** which is closest to where **your pet** went missing, local rescue centre or local authority warden.

If **your pet** is found after **we** have paid **you**, **you** must repay **us** all the money **you** received. **We** may take legal action to recover the money if **you** fail to repay **us**.

**We will not pay this benefit:**

1. if **your pet** is stolen or strays within 14 days of the **start date**.

## D. FINDING YOUR PET

### What we will pay

**We** will reimburse **you** for any local advertising expenses, rewards and other costs **you** have had to pay to help recover **your pet** after it is stolen or strays during the **policy year**, up to the **maximum benefit**.

**We will not pay:**

1. if **your pet** is stolen or strays within 14 days of the **start date**;
2. any reward not supported by a signed receipt giving the name, address and telephone number of the person who found and returned **your pet** to **you**;
3. any reward to a **family** member; or
4. any reward to the person who was caring for **your pet** when it was lost or stolen.

## E. YOUR HOSPITALISATION AND BOARDING FEES

### What we will pay

**We** will reimburse **your** cattery fees that **you** have had to pay up to the **maximum benefit**, if during the **policy year**:

1. **you** are ill or injured and have to spend more than 48 hours in hospital; and
2. **your pet** stays in a licensed cattery while **you** are hospitalised.

Alternatively, if **you** ask someone who is not living with **you** to look after **your pet** while **you** are in hospital, **we** will pay a daily rate of £4, subject to the **maximum benefit**.

**We will not pay any costs resulting from your hospitalisation:**

1. for alcoholism, drug abuse or self-inflicted injuries;
2. for an **illness** or **accidental injury** first occurring or showing **symptoms** before the **start date**; or
3. for an **illness** first occurring or showing **symptoms** within 14 days of the **start date**.

## F. HOLIDAY CANCELLATION

### What we will pay

We will reimburse **you** the cost of any lost travel and accommodation expenses up to the **maximum benefit**, if during the **policy year** **you** or any member of **your family** cancel **your** holiday less than 7 days before **you** were due to leave or come home early, because **your pet** goes missing while **you** are away or **your vet** advises **your pet** needs life-saving **treatment**.

### We will not pay:

1. costs for anyone else who was on holiday with **you** other than members of **your family**;
2. if **you** cancel **your** holiday or come home early because **your pet** needs **treatment** which **your vet** confirms is not life-saving;
3. if **you** cancel **your** holiday or come home early because **your pet** needs **treatment** arising from:
  - (a) an **accidental injury**, **illness** or **poisoning** first occurring or showing **symptoms** before the **start date**; or
  - (b) an **illness** or **poisoning** first occurring or showing **symptoms** within 14 days of the **start date**;
4. if **you** booked **your** holiday less than 28 days before **you** were due to leave; or
5. if **you** can claim these expenses back from any other source e.g. travel insurance.

## G. WAIVER OF PREMIUM

### What we will pay

We will during the **policy year** pay **your premium** for each complete 30 day period **you** are unable to work as a result of an **accidental injury**, **illness** or **involuntary unemployment**.

### We will not pay:

1. more than 6 **premiums** per **accidental injury**, **illness** or period of **involuntary unemployment**;
2. if **your accidental injury**, **illness** or **involuntary unemployment** first occurs during the first 30 days from the **start date**;
3. if **your** inability to work results from a **condition** or any complication directly attributable to that **condition** or any symptoms related to that **condition** **you** had before **you** took out the policy;
4. if **you** are under 18 years or over **your** planned retirement age;
5. if **you** were working for less than 16 hours per week immediately prior to the date **your** unemployment or accident occurred or **illness** began;
6. if **you** were aware of impending unemployment when **you** took out the policy; or
7. if **you** were self-employed but have not ceased trading.

## H. OVERSEAS EXTENSION OF COVER

### What we will pay

We will reimburse **you** the cost of any **treatment** **your pet** has received in any country included in the **PETS** (England) Order 1999 (as amended, supplemented or re-enacted) during the **policy year**, subject to the **maximum benefit**.

**You** are covered for a maximum of 90 days in any **policy year** whilst in any of the countries included in the **PETS**, subject to **you** complying with all the requirements of the **PETS**.

### We will not pay for:

1. any costs associated with complying with the requirements of the **PETS**;
2. claims arising outside the designated **PETS** countries, the United Kingdom, the Channel Islands and the Isle of Man; or
3. any claims for **treatment** not supported by a receipt endorsed with the address and telephone number of the veterinary surgery providing **treatment**.

## SECTION 5 - GENERAL CONDITIONS AND EXCLUSIONS

### A. YOUR RIGHTS AND RESPONSIBILITIES

1. Any claim **you** make will be assessed fairly, reasonably and promptly against the information **you** provide and the terms of the policy.
2. **You** must take **your pet** for regular annual check-ups (or as otherwise recommended by **your vet**) and vaccinations with licensed products as recommended by **your vet**.
3. **You** must respond honestly to any request for information **we** make when **you** take out cover under this policy, or apply to vary **your** cover under this policy. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, any claims previously paid by **us**, and whether **you** can make any subsequent claim.
4. If **you** have legal rights against another person in relation to **your** claim, **we** may take legal action against them in **your** name and at **our** expense. **You** must give **us** all the help that **you** can and provide any documents that **we** ask for.
5. This is a monthly renewable policy and **you** must pay **your premium** in full and on time to remain covered.
6. **You** must check **your certificate of insurance** on receipt and return it to **us** for correction if **you** find any mistakes.
7. **You** must keep to the conditions of the policy.
8. **You** must never make any claim **you** know is false or dishonest.
9. If **you** wish to cancel **your** policy, please contact **us** as set out in Section 1.

If **you** fail to carry out these responsibilities, **we** may reduce or refuse to pay any claim **you** may make.



## B. OUR RIGHTS AND RESPONSIBILITIES

1. **We** will assess all claims fairly, reasonably and promptly against the information **you** provide and the terms of the policy.
2. When **you** claim, if **you** have other insurance cover under which **you** can claim, **you** must notify **us** of the other insurer and give **us** authority to contact them to discuss how **we** apportion liability for the claim.
3. **We** may need to see **your pet's** records from any **vet** who has treated it and any other information about **your pet** before **your** claim is paid. If the **vet** charges for this information, **you** will have to pay.
4. **We** may need to arrange for a representative to visit **you** and **your pet** if **we** feel **we** need further information to properly validate **your** claim.
5. **We** will conduct all communications with **you** in English.

## C. GENERAL EXCLUSIONS

**We** will not pay for:

1. Any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this policy.
2. Any claim arising from a malicious or intentional act, wilful injury or gross negligence by **you** or any member of **your family**.
3. Any claim arising from worrying or chasing livestock.
4. Any **pet** less than 8 weeks old.
5. Any loss if **you** break the United Kingdom animal health or importation legislation.
6. Any claims arising as a result of war, civil war, hostilities (whether war be declared or not), terrorist activity, revolution, civil unrest or any similar event.
7. Any claims arising from radiation, nuclear explosion or radioactive contamination.
8. Any claims arising from air, water or soil pollution.
9. Any claim arising from pressure waves from supersonic aircraft.
10. The costs and compensation for euthanasia of **your pet** under a court order or the Contagious Diseases (Animals) Act 1869 or following its destruction for the protection of livestock.
11. Any claim which **your vet** confirms has arisen as a result of **you** not taking reasonable care of **your pet**.

## D. CONTRACT OF INSURANCE

1. This is a monthly renewable contract of insurance between **you** and **us** and consists of these policy terms and conditions, **your certificate of insurance** and any endorsements.
2. **Your** cover under this policy will end on the earliest of the following:
  - (a) the date **your pet** dies;
  - (b) the date **you** fail to pay the **premium** when due; or
  - (c) the date **you** or **we** cancel **your** cover subject to the terms and conditions of this policy.
3. (a) If **we** make any claim payments as a result of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf); then:
  1. **we** may stop making further payments and may seek to recover from **you** any sums paid by **us** in respect of any dishonest claim;
  2. **we** may terminate the contract with effect from the time of the behaviour which may affect other claims; and
  3. if **we** terminate the contract, **we** may refuse to pay any claims occurring after the time of the dishonest claim.
- (b) If **we** terminate the contract under this section, **we** will not return any of the premiums paid by **you**.
- (c) These provisions will not affect any valid claim occurring before the dishonest claim.
4. **Premiums**
  - (a) The **premium** for this policy is fixed for 12 months and reviewed annually on the anniversary of the policy **start date**. Each year, at least three weeks before the current **policy year** is due to end, **we** will send **you** a review notice to **your** last known address setting out the new **premium** for the next **policy year**. However, please note that due to legislative, tax or regulatory requirements or changes to **your** circumstances (specifically notified to **us** by **you**), **we** may be required to alter **your premium** during that 12 month period. Section 5 D 4 (d) below of this policy provides more detail.
  - (b) When reviewing **your premiums**, **we** will consider any future impact to one or more of the following:
    1. changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim;
    2. changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary **treatments** (which may vary depending upon **your** location) and general information about the breed of **your pet**;
    3. changes to **your** circumstances such as the age of **your pet**, **your** claims history or any change to **your** address;
    4. relevant changes to **our** previous assumptions in relation to:
      - (a) expenses related to providing the insurance;
      - (b) policy lapse rates which means the average time policies are held;
      - (c) interest rates;
      - (d) tax rates; or
      - (e) the cost of any legal or regulatory requirements.

- (c) Any changes to **your premium we** make will not:
1. be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) above; or
  2. be made to recover any previous losses.
- (d) If **we** change **your premium** under this policy due to legislative, tax or regulatory requirements, then **we** will endeavour to give **you** at least three weeks' written notice of this change. However **we** may not be able to give **you** three weeks' notice as legislative, tax or regulatory requirements are outside **our** control.
- (e) As a result of the premium review, **your premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
- (f) If **we** change **your premium** and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel at any time as set out in Section 5 D 7 below.
- (g) **You** must continue to pay the **premium** when **you** are making a claim under this policy to ensure that cover can continue in respect of any further **treatment** provided or costs incurred. Claims can only be considered in respect of **treatment** provided or costs incurred during the period for which **premium** has been paid.
5. **Terms and Conditions**
- (a) The terms and conditions of this policy are fixed for 12 months and reviewed annually on the anniversary of the policy **start date**. Each year, at least three weeks before the current **policy year** is due to end, **you** will be given written notice to **your** last known address of any alteration to the terms and conditions of cover under this policy. However, please note that due to legislative, tax or regulatory requirements or changes to **your** circumstances (specifically notified to **us** by **you**), **we** may be required to alter **your** policy terms and conditions during that 12 month period. Section 5 D 5 (e) below of this policy provides more detail.
- (b) **We** may vary or waive the terms and conditions of this policy to reflect changes in the assumptions set out in Section 5 D 4 (b) above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this policy.
- (c) When changing **your** terms and conditions **we** will consider any future impact of changes in one or more assumptions due to the reasons set out in Section 5 D 4 (b) above.
- (d) In addition, **we** may also vary or waive **your** terms and conditions to:
1. improve **your** cover;
  2. comply with any applicable laws or regulations;
  3. reflect any changes to taxation;
  4. correct any typographical or formatting errors; or
  5. provide additional clarity to the existing terms and conditions.
- (e) If any change to the terms and conditions of this policy is due to legislative, tax or regulatory requirements, then **we** will endeavour to give **you** at least three weeks' written notice of this change. However **we** may not be able to give **you** three weeks' notice as legislative, tax or regulatory requirements are outside **our** control.
- (f) Any changes to **your** terms and conditions **we** make will not:
1. be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) or for the reasons set out in Section 5 D 5 (d) above; or
  2. be made to recover any previous losses.
- (g) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel at any time as set out in Section 5 D 7 below.
6. **Annual Review**
- At least three weeks before the current **policy year** is due to end **we** will send **you** a review notice setting out the new policy terms and conditions for the next **policy year**. If **you** have already given **your** consent for **us** to collect the **premium**, **your** payment will continue to be taken from **your** designated bank or credit card account unless **you** instruct **us** otherwise. **Your** cover under this policy will continue as long as **you** pay the **premium**.
7. **Your Right to Cancel**
- Within the "cooling off period" - if **you** decide **you** do not want the cover and wish to cancel **your** policy, **you** can do so within 14 days of either the **start date** or the date **you** receive these policy documents, whichever is the later (the "cooling off period"). **You** will receive a full refund of any **premium** **you** have paid provided no claim has been made under the terms of this policy. If **you** have made a claim, no refund of **premium** will be payable.
- Outside the "cooling off period" - if **you** cancel outside the initial 14 day cooling off period, no refund of **premium** will be payable.
- If **we** change **your premium** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **you** have already paid **your premium**.
- All cancellation requests should be made to:
- Customer Services Department  
 helpucover  
 Pinnacle House  
 A1 Barnet Way  
 Borehamwood  
 Hertfordshire WD6 2XX  
 Telephone: 0344 543 1067

## 8. Our Right to Cancel

(a) **We** may cancel **your** insurance cover immediately:

1. where **you** deliberately tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this policy, or apply to vary **your** cover under this policy (or **we** can demonstrate from the relevant circumstances that **you** did not take reasonable care to ensure the statements **you** made to **us** were true);
2. where **you** unintentionally tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this policy or apply to vary cover which, if correctly answered, would have caused **us** to decline **you** for cover;
3. where there is evidence of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this policy (see Section 5 D 3);
4. where necessary to comply with any applicable laws or regulations; or
5. where necessary to comply with any applicable sanctions. **We** will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if **we** are prevented from doing so by any sanction which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling entity) from providing cover under this policy. Sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities. This means that if **you**, or any joint policy holder or other relevant third party who has suffered a loss which would otherwise be covered under the policy, are the subject of a sanction, **we** may not be able to provide cover under the policy.

For the purposes of this clause, "sanctions" means any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

If **your** policy is cancelled as a result of Section 5 D 8 (a) 1, 3, 4 or 5, **we** will not return any **premiums** **you** have paid under the terms of this policy. If **your** policy is cancelled as a result of Section 5 D 8 (a) 2, **we** will return any **premiums** **you** have paid under the terms of this policy provided no claim has been made.

(b) Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 5 D 8 (a) 1, 2 or 3 applies.

(c) Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 5 D 8 (a) 1, 2 or 3 applies.

## 9. Reinstatement

If **you** cancel **your** cover under this policy, or the cover lapses due to unpaid **premium**, **you** may ask **us** to reinstate the policy. If **we** accept **your** request, any claim or **condition** arising during the period when **you** were not covered i.e. the lapse period, will not be accepted.

## E. GENERAL CONDITIONS

1. **Territorial Limits** - this insurance only applies in the United Kingdom, the Channel Islands and the Isle of Man except for claims arising under Overseas Extension of Cover where the territorial limits are extended to include any country included in the **PETS** (England) Order 1999 (as amended, supplemented or re-enacted).
2. **Choice of Law** - this policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
3. **Surrender Value** - when **your** cover under this policy ends it will not have a cash value.
4. **Transfer Rights** - the rights given under this policy can be transferred directly to another individual taking on the full responsibility of the **pet** provided **you** obtain **our** consent. In order to transfer the rights of **your** policy, please contact our Customer Services Department using the details in Section 1. Transfer of rights may result in a change to the **premium** amount.
5. **Telephone Recording** - to improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
6. Failure to comply with any condition of this policy may result in the suspension or the stopping of the benefits.
7. **We** have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

## SECTION 6 - MAKING A CLAIM

Before making any claim please check **your** policy and **certificate of insurance** to see if **you** are covered. Please remember that any costs relating to the completion of claim forms must be paid by **you**.

Please note that **we** cannot guarantee the validity of a claim over the phone. **You** will need to provide a completed claim form and **we** will notify **you** in writing of **our** decision.

### A. VETERINARY FEES

Step 1 Check with **your vet**

Before **your pet** is treated, check **your vet** is prepared to complete a claim form, provide invoices and a full medical history.

Step 2 Request and Complete a Claim Form

**You** can download a claim form online at: [www.helpucover.co.uk/claims](http://www.helpucover.co.uk/claims) or alternatively request one from **our** Claims Department on **0344 543 1067**. Complete **your** sections of the claim form and ask **your vet** to fill in their part. Remember **you** and **your vet** must both sign the form.

Step 3 When to Claim

**You** should send **us** **your** claim form within 6 months of the first date of **treatment** or within 6 weeks of the end of the **policy year** if the **treatment** is not complete by that time. Failure to do so will result in non payment of **your** claim unless there are exceptional circumstances.

Step 4 Return the Claim Form

Return the claim form to **us** together with the invoices showing the costs/fees **you** have incurred.

### B. ALL OTHER CLAIMS

Step 1 Request a claim form from **our** Claims Department on **0344 543 1067**.

Step 2 Complete the relevant sections of the claim form, sign and return together with:

**Accidental Death:**

- (a) if applicable, the original purchase receipt **you** received when **you** bought **your pet**; and
- (b) if applicable, **your pet's** pedigree certificate.

In the absence of a purchase receipt **we** reserve the right to restrict **your** claim to the **market value** or the amount **you** disclosed at the time of **your** application for cover, whichever is the lower value (up to the **maximum benefit**).

**Theft and Straying/Finding Your Pet:**

- (a) if applicable, the original purchase receipt **you** received when **you** bought **your pet**;
- (b) if applicable, the pedigree certificate; and
- (c) receipts for any advertising costs and rewards.

In the absence of a purchase receipt **we** reserve the right to restrict **your** claim to the **market value** or the amount **you** disclosed at the time of **your** application for cover, whichever is the lower value (up to the **maximum benefit**).

**Your Hospitalisation and Boarding Fees:**

- (a) **your** boarding cattery receipts; and
- (b) evidence from **your** doctor or hospital confirming **your** hospital stay.

**Holiday Cancellation:**

- (a) the booking invoice and cancellation invoice from **your** travel agent, tour operator or holiday organiser; and
- (b) evidence of the booking confirmation, booking date, dates of the holiday, cost of the holiday, cancellation or return home date, a copy of **your** travel insurance policy, evidence from **your vet** that **your pet** required life saving **treatment**, evidence that **your** holiday was cancelled or **you** had to return home early and any expenses **you** cannot recover.

**Waiver of Premium:**

- (a) Disability claims - details of **your** doctor, and a copy of **your** medical certificate; or
- (b) **Involuntary unemployment** claims - a copy of any correspondence from the Department for Work and Pensions with regards to benefits **you** have received and details of **your** former employer if **you** were in full-time employment, or if **you** are self-employed confirmation from **your** accountant that **you** have involuntarily ceased trading and that the final accounts for the winding up of the business have been prepared and submitted to HM Revenue & Customs.

If **you** live and work in the Channel Islands or the Isle of Man, in respect of any Sections relating to HM Revenue & Customs, the local equivalent shall apply.

**Overseas Extension of Cover:**

- (a) a receipt endorsed with the address and telephone number of the veterinary surgery who provided the **treatment**;
- (b) a copy of **your pet's** passport; and
- (c) a copy of veterinary notes from the treating **vet**.

## SECTION 7 - IF YOU HAVE A CONCERN

### A. PETCALL HELPLINE

Ring the **helpline** if **you** need medical advice regarding **your pet**

As soon as **your pet** shows any signs of an injury, **illness** or distress, **we** suggest **you** telephone the **helpline** any time of the day or night on **0330 123 1923**. Please make sure that **you** have **your** policy number available when **you** telephone the **helpline**.

Special Note: If **your pet** has collapsed, is unconscious or been involved in a serious accident **you** should consult **your vet** immediately. Should this then result in **you** needing to make a claim, please contact **our** Claims Department on **0344 543 1067** as soon as possible.

### B. CUSTOMER SERVICE

If **you** have any queries during **your policy year** or **you** need to change **your** address **your** payment details or **your pet** dies, please contact **our** Customer Services Department on **0344 543 1067**.

### C. COMPLAINTS PROCEDURE

**We** hope **you** never need to, but if **you** want to complain about **our** products or services **you** can do so by:

calling **us**: **0344 543 1067**

writing to: Customer Relations Department, helpucover  
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

**We** will deal with any concerns **you** may have as quickly as **we** can and wherever possible within 8 weeks of receiving **your** complaint as required by the Financial Conduct Authority. If **you** are not satisfied with the answer **we** give **you**, **you** can refer **your** complaint to the:

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

Telephone: 0300 123 9 123 or 0800 023 4567 • Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** make a complaint, it will not have any detrimental effect on the outcome of any claim **you** make. This procedure will not prejudice **your** right to take legal proceedings.

A leaflet detailing **our** full complaints process is available from **us** on request.

### D. COMPENSATION ARRANGEMENTS

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### E. IMPORTANT INFORMATION

**Your** helpucover Pet Insurance is underwritten under policy number 02333 (1<sup>st</sup> August 2008) by Pinnacle Insurance plc.

## SECTION 8 - DATA PROTECTION NOTICE - USING YOUR PERSONAL INFORMATION

In order to enter into and perform our obligations under the insurance contract, as Data Controller, **we** are required to obtain personal data from **you**, which is governed by the UK's Data Protection Act 2018.

The types of personal data requested by **us** are mandatory, except where these have been described as optional at the time of collection. The personal data collected by **us** is necessary:

#### 1. To comply with legal and regulatory obligations

These include:

- prevention of insurance fraud, money-laundering and financing of terrorism;
- compliance with legal and financial legislation and regulations;
- prevention of tax fraud, fulfilment of tax control and tax notification requirements;
- risk monitoring and reporting;

#### 2. To perform the contract with you or to take steps at your request before entering into the contract

These include:

- evaluating the details of the insurance risk in order to determine **your** premium or renewal premium (e.g. **your** expected claims frequency, claim cost and expected loyalty);
- handling **your** claims or complaints (including collecting information from and sharing your personal data with your pet healthcare providers);
- providing **you** with information about **your** insurance contract;
- responding to **your** enquiries including requests to update **your** personal data when **your** circumstances change;
- evaluating if **we** can offer **you** insurance products or services and if so on which terms.

The above processes may include the making of automated decisions, where necessary, for the entering into or the performance of the contract.

As the performance of **your** insurance contract may require **us** to process details about **your** health, by entering into this contract **you** formally accept that personal data about **your** health may be processed by **us** solely for the purposes of managing the insurance contract.

### 3. To fulfil our legitimate interests

We use **your** personal data in order to offer and develop **our** insurance products and services, to improve **our** insurance risk management and to defend **our** legal rights for reasons which include:

- to prove purchase and premium payments (including the follow-up of rejected payments and recovery of debts);
- to prevent fraud;
- to defend or pursue legal claims;
- for IT management, including infrastructure management, business continuity and IT operations and security;
- to establish individual statistical models allowing **us** to generate competitive premiums or offer **you** relevant products and services;
- to establish aggregated statistics, for research and development, in order to monitor risk and the performance of **our** businesses, improve existing products and services or create new ones;
- where **we** record calls for the purposes of staff training and monitoring, administering **your** policy, handling complaints, detecting or preventing fraud and other crimes, and to improve the quality of **our** services;
- to provide customer advisory services relevant to **your** quote and insurance product (e.g. pet healthcare advice, quote reminders and anniversaries);
- to personalise **our** product offerings to **you** by:
  - improving the quality of **our** insurance products or services (e.g. customer satisfaction surveys and customer feedback websites);
  - advertising **our** products or services that might be of interest to **you** according to **your** situation and profile which **we** can assess by:
    - segmenting **our** potential customers and policyholders; and
    - analysing **your** habits and preferences in the use of communication channels (e.g. **our** website and portal, chat bots, social media platforms, emails, newsletters or text messages).

**Your** personal data may be aggregated into statistics where **you** are not identified that may be offered to other organisations within the Pinnacle Pet Group to assist them in developing their business. In this case **your** personal data will never be disclosed and those receiving these statistics will be unable to identify **you**.

For the purposes above, **we** only share **your** personal data with the following individuals or groups, where required:

- Pinnacle Pet Group companies and their staff for the purposes of providing **our** services to **you**;
- independent agents, intermediaries, introducers, affiliates, brokers and others (e.g. price comparison websites), for the purposes of distribution;
- co-insurers, re-insurers and **our** corporate insurers;
- other parties who have a legitimate interest in **your** insurance contract (e.g. **your** next of kin, a beneficiary, a third party claimant, a person with power of attorney, an executor or trustee, and their representatives or service providers);
- service providers who perform services on **our** behalf;
- banking, commercial partners and brokers;
- **Your** previous insurer, and their commercial partners, representatives and service providers (where applicable), and any future replacement insurer, their commercial partners, representatives and service providers (where applicable) where your chosen brand provider enters into a new commercial relationship with us or a replacement insurer;
- financial, judicial or regulatory authorities, arbitrators and mediators, state agencies or public bodies, upon request and to the extent permitted by law (e.g. Financial Ombudsman Service, Financial Services Compensation Scheme, HM Revenue & Customs);
- certain regulated professionals such as healthcare and veterinary professionals, lawyers, notaries, administrators, trustees and auditors;
- debt collecting and credit reference agencies; fraud prevention agencies;
- other parties with whom we act as a Joint Controller: BNP Paribas SA (sanction screening).

Where **we** transfer **your** data to a country outside the European Economic Area (EEA), where the Information Commissioner's Office or the European Commission has recognised that non-EEA country as one that provides an adequate level of data protection, **your** personal data will be transferred on this basis without **your** specific authorisation.

For transfers to non-EEA countries whose level of protection has not been recognised as adequate by the Information Commissioner's Office or the European Commission, **we** will either rely on an exemption from a rule or law that is applicable to the specific situation (e.g. if the transfer is necessary to perform **our** contract with **you**) or use one of the following safeguards to ensure the protection of **your** personal data:

- Standard contractual clauses approved by the Information Commissioner's Office; or
- Binding corporate rules (for inter-group transfers), where applicable.

**Our** full Data Protection Notice, which includes further information about **our** processing of **your** personal data, including categories of personal data, retention periods and data subject rights, is available at **our** website at the following address: [www.pinnaclepetgroup.com/privacy-cookie-policy](http://www.pinnaclepetgroup.com/privacy-cookie-policy)

To exercise **your** rights or if **you** have any questions regarding **our** use of **your** personal data please contact **us** at:

#### Data Protection Officer

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

[dataprotection@pinnaclepetgroup.com](mailto:dataprotection@pinnaclepetgroup.com)



