

Essential Pet Insurance for Cats & Dogs Policy Document.



February 2018

Specially arranged by South Essex Insurance Brokers Ltd.

Call 01708 850000

www.seib.co.uk  

SEIB
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Over 50 years of excellent service

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Important Information

INTRODUCTION

This **Policy** is specially arranged by South Essex Insurance Brokers Limited (**SEIB**) on **Our** behalf.

This **Policy** consists of this document, the **Certificate of Insurance** and **Endorsements**, if any, all of which are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms and **Premium We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the **Premium**, insure **You**, subject to the terms and conditions of this **Policy**, during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of **Premium**.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **SEIB** through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

ABOUT SOUTH ESSEX INSURANCE BROKERS LIMITED (SEIB)

SEIB is authorised and regulated by the Financial Conduct Authority (Firm Reference No 479477). **SEIB's** registered office is Beaufort House, Brunswick Road, Gloucester GL1 1JZ. Registered in England No. 6317314.

ABOUT THE INSURER

Ecclesiastical Insurance Office plc is regulated by the Financial Conduct Authority (FCA registration number is 113848). Further details can be found on the Financial Services Register at www.fca.org.uk.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this **Policy** and in setting the terms including **Premium** **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the **Premium**.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed, refuse to pay any claim and return the **Premium** **You** have paid, less **SEIB's** administration fee of GBP10. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (b) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (c) reduce the amount **We** pay on any claim in the proportion that the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**, if **We** would have charged **You** more.
- (d) cancel your **Policy** in accordance with the Cancelling the **Policy** Section.

We will notify **You** in writing if (i), (ii), (iii) and/or (iv) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (a) give **You** fourteen (14) days' notice that **We** are terminating this **Policy**; or
- (b) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** fourteen (14) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**, less **SEIB's** administration fee of GBP10.

CHANGES WE NEED TO KNOW ABOUT

You must notify **SEIB** in writing, by email or by telephone as soon as practicable if **You** become aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects this **Policy**. For example **We** may cancel this **Policy** in accordance with the Cancelling the **Policy** provisions, amend the terms of this **Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

FRAUD

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (b) **We** need not return any of the **Premium** paid.

SANCTIONS

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

DATA PRIVACY NOTICE

Your privacy is important to **Us**. **We** will process **Your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which **We** may hold about **You** or process is South Essex Insurance Brokers Ltd (**SEIB**) who **You** can contact via the Data Protection Officer, at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on **01708 850 000** or email **dataprotection@seib.co.uk**.

We process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and **Our** regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

SPECIAL CATEGORIES OF DATA

In order to provide **Your** insurance **Policy** or when making a claim, **We** may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' **We** are required to obtain **Your** consent to process this information. If **You** do not consent to **Us** processing this information **We** may be unable to provide **Your** insurance **Policy** or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean **We** are unable to continue providing **Your** cover meaning **Your** insurance **Policy** may be cancelled. **Your** **Policy** terms and conditions set out what will happen in the event **Your** **Policy** is cancelled.

Where **We** have **Your** consent, **We** may market **Our** services to **You** or provide **Your** personal data to **Our** related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting **SEIB**.

FRAUD PREVENTION

We may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, we will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, **We** may appoint loss adjusters or external investigation services to act on **Our** behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

FURTHER INFORMATION

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to **SEIB's** Privacy Policy at **www.seib.co.uk/about-us/privacy-policy** or contact **SEIB's** Data Protection Officer.

THIRD PARTY RIGHTS

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

RENEWAL

Your Policy is an annual contract and each renewal is the start of a separate **Period of Insurance**. Shortly before each **Policy** anniversary **We** will invite renewal, although **We** are not obliged to.

We may amend the terms of the **Policy**, change age limits, impose exceptions or exclusions, withdraw Sections of cover or change the **Premium** however **We** will advise **You** of any changes to the terms of **Your Policy** or if **We** are not offering renewal. If **You** pay **Your Premium** by direct debit instalment **We** will renew **Your Policy** automatically. If **You** do not want to renew tell **SEIB** before the renewal date of **Your Policy**.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

DEFINITIONS

Wherever the following words appear in **bold** starting with a capital letter in this **Policy** they will have the following meaning:

Accident

A sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the **Period of Insurance**.

Accidental External Injury

Sudden physical injury caused by **Accidental**, violent and visible means where **Your Pet** has a visible external wound.

Certificate of Insurance

The document being part of **Your Policy** showing the **Policy** Details and which Sections of the **Policy** **You** have chosen, the details and **Sums Insured**, and any extra clauses, terms, exceptions, exclusions and limitations that apply to **Your Policy**.

Co-insurance

The amount expressed as a percentage of each claim which **You** must pay in addition to any **Excess**.

Complementary Treatment

The following treatments when carried out by a **Veterinary Surgeon**, or under the supervision of a **Veterinary Surgeon** and carried out by a therapist who holds a nationally recognised qualification, approved by **Us**, in their subject: Acupuncture, Chiropractic Manipulation, Electrotherapy, Electromagnetic Therapy, Herbal Medicine, Hydrotherapy, Laser Treatment, Magnetic Treatment, Nutraceuticals, Osteopathy and Physiotherapy and any **Veterinary Treatment** or **Hospitalisation** associated with or required for the aforementioned treatments.

Endorsement(s)

A change in the terms and conditions of this **Policy** that can extend or restrict cover.

Excess

The amount **You** must pay towards each and every claim.

Experimental, Non-Customary or Unproven Treatment

Unproven therapy not generally accepted by the community of **Veterinary Surgeons**.

Family

Members of **Your** family (including adopted children, step-children and foster children), spouses, fiancé(e)s, co-habitees or partners. 'Family' does not include lodgers, tenants or domestic staff.

Geographical Limits

The countries set out in the General Conditions 3.

Hospitalisation

The care of **Your Pet** including keep, feed, boarding and bedding, and grooming that is not healthcare while **Your Pet** is hospitalised at a veterinary practice.

Illness

Sickness or disease that changes **Your Pet's** normal healthy physical state.

Period of Insurance

The period stated in **Your Certificate of Insurance** for which **We** have agreed to provide insurance.

Pet

Any pedigree or crossbreed cat or dog named in the **Certificate of Insurance**.

Policy

This document and the **Certificate of Insurance** and any **Endorsement(s)**.

Post-Mortem

The examination of **Your Pet** after its death, which shall include a necropsy examination, made by a **Veterinary Surgeon** including, establishing the identity, the cause of death or the reason for the **Humane Destruction** of **Your Pet**.

Pre-existing Condition

- (a) Any **Accidental External Injury** sustained before the start date of the **Period of Insurance**; or
- (b) the recurrence of any **Accidental External Injury** that was sustained, before the start date of the **Period of Insurance** no matter how many times it returns or whether it returns to or affects different areas of **Your Pet's** body; or
- (c) any **Accidental External Injury** that is caused by, relates to, or results from an **Accidental External Injury** that was sustained before the start date of the **Period of Insurance** no matter where the **Accidental External Injury** was noticed or happened in, or on, **Your Pet's** body.

Premium

The amount **You** must pay **Us** in exchange for the insurance coverage **We** provide.

Proposal or Statement of Fact or Declaration

The information **You** have provided to **Us** and upon which **We** have relied upon in setting the terms, conditions and premium of this insurance coverage.

SEIB

South Essex Insurance Brokers Limited who have arranged this **Policy** on **Your** Behalf. South Essex Insurance Brokers issue this **Policy** on **Our** behalf.

Sum Insured

The maximum amount **We** will pay as shown on the **Certificate of Insurance**.

Symptom

Departure from **Your Pet's** normal healthy state, condition or bodily function.

Terrorism

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

United Kingdom

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

Vet/Veterinary Surgeon

A veterinary surgeon or veterinarian with a currently valid license, issued by the appropriate governing agency, allowing them to practice veterinary medicine.

Veterinary Treatment

Consultation, advice, examination, test, scan, x-rays, medication, and/or surgery required to treat **Your Pet** for **Injury** or **Illness** provided by a **Vet** including nursing by a veterinary nurse or other member of the veterinary practice under the **Vet's** supervision excluding **Complementary Treatment**, or **Hospitalisation**.

We/Us/Our/Insurer

Ecclesiastical Insurance Office plc.

You/Your

The person or persons, partnership, corporation, or organisation named in the **Certificate of Insurance**.

GENERAL TERMS AND CONDITIONS APPLYING TO ALL SECTIONS

It is **Your** responsibility to adhere to the terms and conditions of this **Policy**, including the Additional Special Conditions. If **You** do not it may impact **Your** ability to make a claim.

1. PRECAUTIONS – YOU MUST:

- (a) arrange and pay for **Your Pet** to be vaccinated against the following – Dogs: distemper, hepatitis, leptospirosis and parvovirus. Cats: feline infectious enteritis, feline leukaemia and cat flu;
- (b) arrange and pay for **Your Pet** to be wormed, to have regular dental attention from a **Vet** and to have any other treatment customarily recommended by **Vets** for **Accidental External Injury**;
- (c) in the event of **Accidental External Injury** to **Your Pet**, employ a **Vet** as soon as practicably possible, at **Your** own expense and provide proper care and treatment;
- (d) take precautions to prevent obesity of **Your Pet**;
- (e) take all precautions to prevent **Accidental External Injury**, **Accidents**, theft, or bodily injury caused by others.

We will not pay any claim resulting from **Accidental External Injury** that would not have occurred had the above precautions been taken.

In the event of breach of this condition, **We** shall have no liability under this **Policy**, unless **You** show that non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2. CLAIM NOTIFICATION

You must:

- (a) tell **SEIB** as soon as practicably possible if **Your Pet** suffers any **Accidental External Injury** or receives **Veterinary Treatment**;
- (b) tell **SEIB** as soon as practicably possible about any other **Accident**, loss, theft, damage or other event that could lead to a claim on **Your Policy**;
- (c) as soon as practicably possible tell the police about any:
 - (i) loss or damage by malicious person or animal;
- (d) provide **SEIB** with, at **Your** expense:
 - (i) a **Veterinary Surgeon's** report at the onset of any **Veterinary Treatment** and regular update reports where **Veterinary Treatment** continues beyond a period of four (4) weeks;
 - (ii) any other documents or proof as **SEIB** may reasonably require for investigating or verifying any claim;
- (e) provide **SEIB** with, at **Your** expense, a claim, in writing with detailed particulars and proof, as may be required and, if requested, a statutory declaration of the truth of the claim and any matters connected to the claim within:
 - (i) twelve (12) months of the **Accidental External Injury** being sustained in respect of claims under Section 1 – Veterinary Surgeon's Fees.

3. GEOGRAPHICAL LIMITS

The cover provided by this **Policy** is restricted to:

- (a) the **United Kingdom**.

4. SUBROGATION

If **We** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure reimbursement. **You** must give **Us** all the information and assistance **We** require and shall at all times take all steps to preserve evidence and protect rights and remedies against third parties.

5. VETERINARY RECORDS

You agree that any **Vet** may release to **Us** any information **We** request about **Your Pet** and **You** will pay any charge made by the **Vet** for this.

6. GOVERNING LAW AND DISPUTES

- (a) The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this **Policy** shall be subject to English Law.
- (b) Save as otherwise set out in this **Policy**, all disputes in relation to the meaning or application of the terms of this **Policy** shall be subject to the exclusive jurisdiction of the English Court.
- (c) If any difference arises regarding the amount to be paid under this **Policy**, where liability has been admitted by **Us**, then, save as otherwise provided in the **Policy**, the dispute will be referred to an independent third party expert in the relevant field. If **We** and **You** cannot agree on an expert, then **We** and **You** must each select an expert to provide a valuation and both parties shall be bound by the mid-point of the two valuations given. It is agreed that each party will pay the fees of its appointed expert.

The language of this **Policy** and all communications relating to it will be in English.

7. CANCELLING THE POLICY

- (a) **Your** right to cancel in the cooling-off period
You have 14 days from receiving the **Policy** to contact **SEIB** confirming that **You** do not wish to continue. A full refund of any **Premium** paid, less **SEIB's** GBP10 administration fee as stated in their Terms of insurance business to cover their costs, providing **You** have not made any claim.
- (b) **Your** right to cancel after the cooling-off period
If **You** do not cancel the **Policy** within the 14-day cooling-off period mentioned above, the **Policy** is in force and **You** are committed to pay the **Premium**. However, **You** can still cancel the **Policy** providing you give notice to **SEIB**. As long as **You** have not made a claim **You** will receive a refund of the part of the **Premium** which covers the cancelled period, less **SEIB's** GBP10 administration fee as stated in their Terms of insurance business to cover their costs.
- (c) **Our** right to cancel
 - (i) Non-payment of premium
 - (1) If **You** do not pay the **Premium** by instalments
Unless otherwise agreed with **Us**, **We** will not provide cover under this policy unless **You** pay the **Premium** by the due date. If **You** do not pay the **Premium** by the due date, **We** will send notice of the outstanding **Premium** to **You** and give **You** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale **We** have advised the **Policy** is cancelled from the outset;
 - (2) If **You** pay the **Premium** by instalments
Unless otherwise agreed with **Us**, **We** will not provide cover under this **Policy** unless **You** pay the first instalment of **Premium** when requested. If the first instalment of **Premium** is not received, the **Policy** is cancelled from the outset.

If **You** pay the first instalment of **Premium** but default on any subsequent instalments, **We** will cancel the **Policy** with effect from the date the first outstanding instalment was due by notifying **You** in writing sent by recorded or special delivery to **Your** last known address.

We will send notice of any outstanding instalment to **You** and advise the date when we will re-present the payment request to the bank. This will not be less than 7 days from the date on which the payment request was originally presented.

(ii) Other cancellation rights

In addition to **Our** rights under (i) Non-payment of premium above and the **INFORMATION YOU HAVE GIVEN US** and **FRAUD** sections of this document, **We** have the right to cancel **Your Policy** at any time by giving **You** at least fourteen days' notice in writing, sent by recorded or special delivery to **Your** last known address, where **We** have a valid reason for doing so. **Our** cancellation letter will set out the reason why we are cancelling **Your** policy. Valid reasons for cancelling **Your Policy** may include but are not limited to:

Circumstances which are outside **Our** reasonable control, for example:

- (1) where the law requires that **We** cancel **Your Policy**;
- (2) where the continuation of **Your Policy** would result in **Us** breaching any applicable law or regulation that applies to **Your Policy**.

If **We** cancel **Your Policy** for a valid reason in accordance with **Our** rights under (2) and **You** do not pay by instalments, **We** will refund the part of the **Premium** which relates to the period remaining under **Your Policy** which has been cancelled by **Us** less **SEIB's** GBP10 administration fee as stated in their Terms of insurance business to cover their costs.

If **You** have made a claim under **Your Policy**, **We** will not refund any part of the **Premium** and **You** will be required to pay **Us** any unpaid **Premium**.

8. OWNERSHIP

If the **Pet** is not owned 100% by **You**, **We** will only insure **Your** proportion of the **Pet** to reflect **Your** financial interest.

Your cover will cease immediately if **Your Pet** is sold or given away.

9. HEALTH

Your Pet must, with the exception only of those conditions which have been completely and accurately disclosed to and accepted by **Us** in writing, be in good health and free from **Accidental External Injury** and/or physical disability at the start of this insurance.

10. CHANGES TO RISK

Please tell **Us** as soon as possible if there are any changes to the information which **You** have told **Us**.

You must also tell **Us** as soon as possible about any of the following:

- (a) Any change to **Your** residential address;
- (b) If **You** are declared bankrupt or are subject to bankruptcy proceedings;
- (c) If **Your Pet** suffers from any **Accidental External Injury**, whether or not veterinary attention was sought, or received veterinary attention (other than for vaccinations), whenever this occurred. **We** wish to know of any **Accidental External Injury** to **Your Pet** that **You** are aware of even if this did not result in a claim. This includes the recurrence of any **Accidental External Injury** that have previously been disclosed;
- (d) If **Your Pet** is no longer regularly wormed and inoculated;
- (e) If **Your Pet** is no longer free from **Accidental External Injury**;
- (f) If **You** have had any proposal or renewal for pet insurance declined or refused or had a pet insurance policy cancelled by an insurer;
- (g) If **You**, or any other people residing with **You**, have ever been convicted of any criminal offence other than motoring convictions or have any non-motoring prosecutions pending. **You** only need to tell **Us** about any convictions that are unspent under the Rehabilitation of Offenders Act 1974.
- (h) If **Your** dog has caused damage, **Injury**, shown signs of aggression or if anyone has complained about **Your** dog's behaviour.

If in doubt, **You** should contact **SEIB**.

If **You** tell us about a change affecting **Your Policy**, **We** will tell **You** whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or **Premium** being applied to **Your Policy**.

If **You** do not tell us about a change described above, or if the information that you provide is not complete and accurate, **We** may, depending on the circumstances:

- (i) refuse to pay or reduce the amount we pay for any relevant claim;
- (ii) revise the terms and/or premium of the **Policy**; or
- (iii) cancel the **Policy** in accordance with General Terms and Conditions Applying to all Sections 7.

GENERAL EXCEPTIONS APPLYING TO ALL SECTIONS

1. UNINSURED USE

We will not pay any claim arising or resulting from guarding, track racing, coursing, professional breeding or working dogs of any kind.

2. UNLAWFUL ACTIVITY

We will not pay any claim which arises from **You** acting unlawfully.

3. ZONOTIC DISEASE

We will not pay any claim resulting from diseases transmitted from animals to humans.

4. MALICIOUS OR WILFUL INJURY

We will not pay any claim resulting from the malicious or wilful injury caused by **You** or any of **Your Family** or household or any employee of **Yours** or other persons who have care, custody or control of **Your Pet**.

5. AGE LIMITS

This **Policy** does not cover any **Pet** less than 8 weeks of age at the start of the insurance cover.

7. EXCLUDED MATTERS

We will not pay any amount if an exclusion, as shown on **Your Certificate of Insurance**, applies.

8. WAR

This **Policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

9. TERRORISM

This **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. SONIC BANGS

We will not pay any claim arising from loss or damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

11. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

In no case shall this **Policy** cover loss damage liability or expense directly or indirectly caused by or contributed to, by, or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

12. UNACCEPTABLE BREEDS

This **Policy** does not provide any cover for the following breeds:

- (a) Pitbull (American);
- (b) Rottweiler (American);
- (c) Staffordshire Terrier (American);
- (d) Cane-corso;
- (e) Dogo Argentino;
- (f) Japanese Tosa;
- (g) Pit Bull Terrier;
- (h) Perro-de-Presa Canario;
- (i) Shar-Pei;
- (j) Wolves & Wolf Hybrids;
- (k) Fila Brasileiro;
- (l) Any dog registered under The Dangerous Dogs Act 1991, The Dangerous Dogs (Amendment) Act 1997 or The Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent amendments;

Or a dog crossed with any of the breed named above.

13. LIVESTOCK

We will not pay any claim arising directly or indirectly as a result of **Your Pet** worrying livestock.

14. OTHER INSURANCES

We will not pay any claim which is covered under any other policy, unless the cover provided by that policy or policies has been exhausted and subject to the limits of liability specified herein.

15. AVIAN INFLUENZA

We will not pay any loss, **Injury**, damage, **Illness** or death directly, or indirectly, caused by, happening through, in consequence of or contributed to by:

- (a) Avian influenza or any derivation or variant thereof;
- (b) arising from any fear or threat (whether actual or perceived) of such Avian Influenza;
- (c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian Influenza.

If **We** allege that, by reason of this exclusion, any claim is noted covered by this insurance the burden of proving the contrary shall be upon **You**.

SECTION 1 – VETERINARY SURGEON'S FEES

WHAT IS COVERED UNDER THIS SECTION

We will pay the cost of the **Veterinary Treatment** or **Complementary Treatment Your Pet** receives to treat an **Accidental External Injury** sustained during the **Period of Insurance** anywhere within the **Geographical Limits** up to the **Sum Insured** specified for this Section in the **Certificate of Insurance**.

For the purposes of this Section, the following will be treated as one claim:

- (a) all **Accidental External Injuries** sustained in or arising out of the same **Accident**;
- (b) **Symptoms** reported to **Us** that are subsequently diagnosed as separate **Accidental External Injuries**;
- (c) if during the investigations of the original cause of the **Symptoms**, **Accidental External Injury** it becomes apparent that there are multiple problems, then these will be treated as one claim whether the **Symptoms**, **Accidental External Injury** are related to each other or not;
- (d) any subsequent **Accidental External Injuries** arising as a complication or consequence of the original **Accidental External Injury**, or **Symptom(s)** or arising as a consequence of **Veterinary Treatment** for the original **Accidental External Injury**, or **Symptom(s)**.

LIMIT OF LIABILITY

The most **We** will pay for any one claim is the **Sum Insured** specified for this Section in the **Certificate of Insurance**.

WHAT IS NOT COVERED UNDER THIS SECTION

We will not pay:

- (a) the **Excess** and amount of **Co-insurance** specified in the **Certificate of Insurance** for each and every loss;
- (b) any costs for **Complementary Treatment** that is not carried out under the direction of a **Veterinary Surgeon**;
- (c) any costs resulting from or arising out of castration or spaying unless such costs were incurred for **Veterinary Treatment** arising from an **Accidental External Injury**;
- (d) any costs for any **Veterinary Treatment** or **Complementary Treatment** that results from a vice, behavioural problem, training issue, and/or sex hormonal problems unless veterinary evidence is provided to establish that **Your Pet** is suffering from an **Accidental External Injury**;
- (e) any costs of vaccinations, nail clipping, bathing or de-matting, killing and/or controlling fleas, general health enhancers, unlicensed **Veterinary Treatment** or **Complementary Treatment** or any preventative treatment;
- (f) any costs associated with pregnancy or parturition (giving birth);
- (g) any costs of **Veterinary Treatment** or **Complementary Treatment** resulting from **Illness**;
- (h) any costs of **Veterinary Treatment** or **Complementary Treatment** for any **Pre-existing Condition**;
- (i) any costs incurred for the destruction or cremation of **Your Pet** or the disposal or burial of its body or any **Post Mortem** examination;
- (j) any costs associated with **Experimental, Non-Customary or Unproven Treatment**;
- (k) any costs for **Veterinary Treatment** or **Complementary Treatment Your Pet** receives more than twelve (12) months from the date the **Accidental External Injury** was sustained;
- (l) any costs for any elective **Veterinary Treatment** or **Complementary Treatment** that **You** chose to have carried out to **Your Pet** that is not in the opinion of **Our Veterinary Surgeon** required to treat **Accidental External Injury** including any complications arising from such treatment;
- (m) any cost of exercising **Your Pet**;
- (n) the cost of any **Veterinary Treatment** or **Complementary Treatment** if a claim has not been submitted to **Us** within twelve (12) months of the **Accidental External Injury** being sustained;
- (o) any cost of buying or hiring equipment;
- (p) any administration charges, credit or late payment charges or any other costs that are not fees for **Veterinary Treatment** or **Complementary Treatment**. **We** will deduct from any amount **We** pay any discount allowed by **Your Vet** or provider of **Complementary Treatment** including discount for early settlement whether or not payment is within the period specified;

- (q) any cost of obesity diets or prescription diets;
- (r) any cost of house calls unless the **Veterinary Surgeon** confirms in writing that moving **Your Pet** would damage its health;
- (s) any additional costs of treating **Your Pet** outside normal surgery hours unless the **Veterinary Surgeon** considers an emergency consultation is necessary;
- (t) any costs for medicines or other materials prescribed or supplied for use after twelve (12) months from the date the **Accidental External Injury** was sustained;
- (u) any costs resulting from or arising out of hereditary conditions (passed on from a previous generation) and/or congenital conditions (existing at birth);
- (v) any costs for teeth or gums;
- (w) any costs for retained/undescended testicles (cryptorchidism);
- (x) any costs for cruciate ligaments or associated problems;
- (y) any costs for the removal of dew claws.

ADDITIONAL CONDITIONS APPLICABLE TO THIS SECTION

- (a) You must advise **Us** when the treatment starts and subsequently submit all dated **Veterinary Surgeon's** and therapist's invoices/receipts to **Us** to substantiate the claim. Such invoices/receipts must include details of the treatment provided;
- (b) Once **We** have agreed to pay the claim, **We** may at **Our** option pay the **Veterinary Surgeon** or other authorised provider of treatment directly, unless **You** specify otherwise in writing. Where payment is not to be made to the **Veterinary Surgeon** or other authorised provider of treatment, **You** will provide **Us** with a receipt confirming that payment has been made before **We** reimburse **You**;
- (c) Where our prior consent is required for **Veterinary** or **Complementary Treatment**, **We** may appoint a **Veterinary Surgeon** to examine **Your Pet** on **Our** behalf. Any disagreement between **Your Vet** and **Our Vet** over the appropriate **Veterinary Treatment** and/or **Complementary Treatment** for **Your Pet** will be referred to an independent **Vet** who will examine **Your Pet**. This **Vet** will be mutually agreed upon by **You** and **Us** and will act as an arbitrator. The fees for the independent **Vet** will be divided equally between **You** and **Us**;
- (d) In other instances, if **Our Vet** considers the **Veterinary Treatment** or **Complementary Treatment** received by **Your Pet** is excessive or not required compared to **Veterinary Treatment** or **Complementary Treatment** normally recommended by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** necessary to treat the **Accidental External Injury**.

If the costs **You** are charged for **Veterinary Treatment** or **Complementary Treatment** are in the opinion of **Our Vet** excessive when compared to the cost of **Veterinary Treatment** or **Complementary Treatment** normally charged by general or referral veterinary practices **We** will pay only the cost of **Veterinary Treatment** or **Complementary Treatment** usually charged by general or referral veterinary practices.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this Policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**.

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 Botolph Street
London
EC3A 7QU

Telephone: **0800 678 1100** or **020 7741 4100**

Email: **enquiries@fscs.org.uk**

www.fscs.org.uk

COMPLAINTS PROCEDURE

We are dedicated to providing **You** with a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about **Your Policy** or the handing of a claim **You** should, in the first instance, contact South Essex Insurance Brokers Limited at:

South Essex House
North Road
South Ockendon
RM15 5BE

If **You** remain dissatisfied after **SEIB** has considered **Your** complaint, or **You** have not received a decision by the time **SEIB** have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: **complaint.info@financial-ombudsman.org.uk**

From within the United Kingdom

Telephone Number: **0800 0234 567** (free for people phoning from a 'fixed line', for example, a landline at home)

Telephone Number: **0300 1239 123** (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: **+44(0)20 7964 1000**

Fax Number: **+44(0)20 7964 1001**

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website:

www.financial-ombudsman.org.uk

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