



# **ACCIDENT ONLY**

POLICY DOCUMENT



#### Welcome to petGuard Accident Only Pet Insurance

Thank you for choosing a petGuard Pet Insurance policy for your pet.

We have designed the PetGuard Accident Only Pet Insurance policy to cover cat and dog owners who only wish to protect themselves against the cost of treatment for injuries to their pet(s) following an accident, subject to these terms and conditions.

Our Accident Only policy has an annual limit for Veterinary Fees and Complementary Treatment. You can claim for an unlimited number of accidents up to the maximum benefits shown in your policy schedule.

If we offer and you accept our renewal invitation, your pet will benefit from continuous cover, including costs for recurring conditions and the veterinary fee limit will be reinstated for a further period of insurance.

#### Contact details

If you would like to talk to us about your policy, please telephone 0345 450 7042.

If you need to make a claim, please call us on 0333 130 4534.

You can also refer to the "How to make a claim" section of this document for further details.

#### Your cancellation rights

If you decide that this policy does not meet your insurance needs then you can cancel within the 14 days cooling-off period and if no claims have been made or are pending, your premium will be refunded in full. The cooling-off period starts from when the policy begins or when you receive your policy documents, whichever is later.

If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata refund of premium so long as no claim has been made or is pending the current period of insurance. Where a claim has been made, a refund will not be given.

**Important if you are paying monthly:** If you pay your premium by monthly instalments and a claim is made or is pending, you must continue to pay the instalments until the premium is paid in full.

Thank you for choosing PetGuard Accident Only Pet Insurance.

We hope you are pleased with your cover and the service provided.

The PetGuard Pet Insurance Team

# CONTENTS



Welcome to petGuard Accident Only Pet Insurance	2
Contact Details	2
Your Cancellation Rights	2
Definitions	4
Important Information	6
Standard cover	7
Section 1 Veterinary fees and Complementary treatments	7
General Exclusions applicable to Your Cover	9
General Conditions applicable to Your Cover	10
How to make a claim	13
What to do if You have a complaint	14
Additional Information	15
Contact Details	15
Compensation Scheme	15
Law Applicable to this Contract	15



Here are the explanations of certain key words used in this document. The key words are printed in bold type throughout this document and the meanings of these words are set out below.

12 months

365 days calculated from and including the date an **injury** happened or the first **clinical sign** was first noticed.

Accident

A sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place
and is unforeseen or unintended. All accidents attributable to one source or original cause are
treated by us as one accident. This does not include any physical damage or trauma that is of
a gradual nature or that happens over a period of time.

For the sake of clarity, the following **conditions** are not considered accidents: luxating patella/s; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia; elbow dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).

**Bilateral** 

- Any **condition** affecting body parts of which the **pet** has at least two, including eyes, ears, patella's (knees), elbows, cruciate ligaments. When applying Exclusion, bilateral **conditions** are considered as one **condition**.

Clinical diet

 A clinically formulated diet prescribed by your vet as part of your pet's treatment for a specific condition.

Clinical signs

- Changes in **your pet's** normal health state, its bodily functions or behaviour.

**Complementary** treatments

- Physiotherapy, acupuncture, homeopathy, osteopathy, hydrotherapy and chiropractic recommended by or carried out by **your vet** or a person trained to do so.

Condition

All clinical signs of injury, illness or disease, including related conditions.

Illness

 Changes in your pet's normal healthy state, sickness or disease, emotional or mental disorders.

Injury

- Damage to one or more parts of your pet's body as a result of an accident.

Maximum benefit

The amount shown in the **Policy Schedule** which reflects the most that **we** will pay out in any one **period of insurance**.

Period of insurance

The time for which **we** provide cover as set out in the **Policy Schedule** and for which **we** have accepted the premium.

Pet

A cat or dog named in the Policy Schedule.

Policy administrators -

The authorised administrators, Thistle Insurance Services Limited (on behalf of PIB Group Limited)

**Policy Schedule** 

The schedule to your policy showing your name as policyholder, identification of your pet, the
period of insurance, details of any excluded injuries and any endorsements that apply to this
policy wording.

**Pre-existing** 

- Means any **condition(s)** or symptom(s), sign(s) or **clinical sign(s)** of any **injury** occurring or existing in any form that;
  - · Has happened or first showed clinical signs;
  - · Has the same diagnosis or clinical signs as an injury or clinical sign your pet had; or
  - Is caused by, relates to, or results from, an **injury** or **clinical sign your pet** had occurring or existing;
  - Before your pet's cover started, or prior to the policy commencement date;
  - During the first 48 hours from the start of **your** policy.



This applies no matter where the **injury** or **clinical sign(s)** occurred or happen in, or on, **your pet's** body. This is regardless of whether or not **we** place any Exclusion(s) for the **injury**. A **condition** from which **your pet(s)** may be suffering before the insurance cover started and which may have existed without **your** knowledge i.e. a latent, genetic or hereditary disease, **injury** or deformity.

For the avoidance of doubt when referring to **pre-existing conditions**, any **bilateral conditions**, will be deemed to be a **pre-existing condition** and both will be excluded from cover.

**Treatment**- Any examination, consultation, advice, tests, x-rays, medication, surgery, nursing and care provided by a **veterinary** practice or a member of a professional organisation acting under

their direction.

**United Kingdom** - England, Scotland, Wales and Northern Ireland.

**Vet/Veterinary** - A qualified veterinary practitioner holding a current registration with the Royal College of

Veterinary Surgeons and who works in clinical practice.

Working Dogs - A dog that is being used for shooting or hunting; to work with livestock; or to perform tasks to

assist a human companion, including therapy dogs.

**We, us, our** - Covéa Insurance plc.

You, your - Person or persons named as the policyholder in the Policy Schedule.

#### Important Information

#### The type of cover you have

This policy provides cover on a time limited basis, for an **accident** or an **injury** as a result of an **accident**. The period of cover will be for **12 months** starting from the date the **accident** first happened or the first **clinical signs** of the **accident** were noticed. After this time all cover for that **accident** will stop. To continue to claim for the **12 month** period **you** must keep **your** policy in force and continue to pay **your** premiums.

Under the Veterinary Fees and Complementary Treatment sections in addition to the time limit, we also provide a maximum amount of money you can claim up to for each separate accident - please see these sections for more information.

Each accident is covered for 12 months or up to the monetary amount, whichever is reached first.

**You** need to be aware that the policy wording is subject to certain exclusions and conditions. It is therefore essential that **you** read and fully understand what is covered. In particular please refer to the following sections to help **you** understand the cover provided:

- · What is covered
- · What is not covered
- General exclusions applicable to your cover
- General conditions applicable to your cover

It is important that **you** read this document, along with **your Policy Schedule** and Disclosure Document to make sure **you** have bought the right product. These documents form the contract between **you** and **us**. If any information is incorrect, please tell the **policy administrators** straightaway as this could affect **your** insurance cover.

#### Your Excess

The following excesses apply to every claim:

For each **injury** arising during each **period of insurance**:

Age and date of treatment	Excess
Under 8 years	The first £100
8 years or over	The first £100 plus 20% of the remaining cost of <b>treatment</b>

#### Your Vet

Before **your pet** is treated please check that **your vet** is willing to complete the claim form and supply **us** with the supporting invoices and **veterinary** history.

To make the claims process as simple as possible, please ensure that the claim form and invoices are returned to **us** promptly, signed by both **you** and **your vet**.

# SECTION 1 VETERINARY FEES AND COMPLEMENTARY TREATMENTS



This details the cover included within your policy. The maximum benefit amount that you have chosen for your veterinary fees is shown on your Policy Schedule, this limit applies to each pet that you insure.

#### What is covered

#### Veterinary Fees - What we will pay

Cover in this section applies when **your pet** is in the **United Kingdom**. The cost of **veterinary treatment your pet** has received during the **period of insurance** to treat **injury** as a result of an **accident**.

#### Complementary Treatment - What we will pay

The cost of any examination, consultation, advice, test and legally prescribed medication for the following, when it is carried out for **your pet** during the **period of insurance**, to treat **injury** as a result of an **accident**:

- Physiotherapy
- Acupuncture
- Chiropractic manipulation
- Homeopathy
- Hydrotherapy
- Osteopathy

A vet must refer your pet for the treatment and confirm to us when you claim that it is required to treat the injury.

Where an **injury** or **condition** is affecting one body part of which **your pet** has two, one on each side of the body (e.g. ears, eyes, knees) this will be considered a **bilateral condition** and when applying the benefit limit or an exclusion, **bilateral conditions** are considered as one **condition** or **injury**.

#### What is not covered

- 1. The **excess** that **you** are required to pay towards **your** claim.
- 2. Any costs resulting from an illness or condition.
- 3. Any accident or injury that shows clinical signs in the first 48 hours of your cover starting.
- 4. Costs relating to any **pet** under 8 weeks of age at the time of the **accident**.
- 5. Any costs relating to luxating patella/s; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia; elbow dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).
- 6. Any amounts exceeding the **maximum benefit** for all **injuries** in the **period of insurance**.
- 7. Any costs resulting from a **pre-existing medical condition**.
- 8. Costs resulting from treatment your vet recommends to prevent an illness or injury.
- 9. Costs resulting from dentistry that is not related to an **injury**.
- 10. Any costs relating to any **pet** that is used for breeding, pregnancy or giving birth, racing, guarding, personal protection or search and rescue.
- 11. Costs of a clinical diet unless required to treat an injury.
- 12. **Complementary treatments** that are not carried out under the direction of a **vet**.
- 13. Cost of house calls unless the vet confirms that moving your pet would damage its health.
- 14. The costs of hospitalisation and any associated **treatment** unless a **vet** confirms **your pet** must be hospitalised for essential **treatment**, regardless of **your** personal circumstances.
- 15. The cost of the emergency transportation of **your pet** to the **vet's** surgery, unless the **vet** confirms that this is necessary.

# SECTION 1 VETERINARY FEES AND COMPLEMENTARY TREATMENTS



- 16. Additional costs of treating **your pet** outside normal surgery hours unless the **vet** considers an emergency consultation is necessary.
- 17. The cost of a post-mortem examination.
- 18. Any costs charged by **your vet** to complete a claim form, for postage and packaging, or for other fees charged for administration.
- 19. The cost of purchasing or hiring equipment, including harnesses, cages, carts and sharps containers.
- 20. Any costs that are not related to an injury resulting from an accident.
- 21. The cost of having your pet cremated, buried or otherwise disposed of.
- 22. The cost of a **treatment**, diagnostic or procedure that **you** choose to have carried out, which **your vet** confirms is not necessary. Or is not related to an **injury**.
- 23. The cost of any charges made for the completion of claim forms or the cost of any supporting documentation needed as part of **your** claim.
- 24. The cost of surgical items that can be used more than once.
- 25. Any costs arising from killing, controlling fleas, ticks, worms, and vaccinations.

# GENERAL EXCLUSIONS APPLICABLE TO YOUR COVER



#### Excluded breeds

**We** will not pay claims for any (whether pedigree, cross breed or mixed breed) Dogo Argentino, Fila Brazillero, Japanese Tosa, Pit Bull, Shar-pei, Wolf or Wolf Hybrid dog and any animal registered under the Dangerous Dogs Act 1991 and The Dangerous Dogs (Northern Ireland) Order 1991 or any subsequent amendments.

#### Excluded risks

We will not pay claims under any section excluded on the Policy Schedule.

#### Notifiable diseases

We will not pay claims due to:

- Rabies.
- Avian Influenza or any derivation or variant thereof.

#### Radioactive contamination

We will not pay claims for any loss due to ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or explosive nuclear component of such assembly.

#### Territorial limits

We will not pay claims for any incident occurring outside the United Kingdom.

#### Terrorism

We will not pay claims for any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism in any way thereto. For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group 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. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

#### War risks

We will not pay claims arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, riot, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

# GENERAL CONDITIONS APPLICABLE TO YOUR COVER



#### Amendments

You must tell us as soon as you are aware of any information about you or your pet which has changed. Failure to advise us of changes may mean that your policy is invalid and that it does not operate in the event of a claim.

#### Your Cancellation Rights

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please tell the **policy administrators** within 14 days of either;

- The date you receive your insurance documentation; or
- The start date of the period of insurance

whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

You may cancel this insurance at any time by sending us written notice. If you cancel the policy before the end of the current period of insurance and have paid an annual premium, you will receive a pro rata return of premium provided that no claim has been made during the period of insurance. If you are paying by monthly instalments no refund of premium is given.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** a premium refund will not be given and if **you** are paying **your** premium by monthly instalments **you** will be required to continue with these until the premium is paid in full.

In the event of the policy being cancelled following the death or loss of the **pet** insured, the outstanding balance of the yearly premium due will be deducted from any claim settlement made.

### Our right to cancel

**We** are entitled to cancel this policy, if there is a valid reason to do so by giving **you** 14 day's written notice. In this situation, a cancellation letter will be sent to **you** at **your** known address. Valid reasons may include, but are not limited to:

- Fraud.
- Non-payment of premium.
- Threatening and abusive behaviour.
- Non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the **Policy Schedule**.

#### Consumer insurance

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in **your** application and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.



#### Contracts (Rights of Third Party) Act 1999

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

#### Data privacy

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

#### Fraud prevention and detection

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

#### Automated decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes. If you object to an automated decision, we may not be able to offer you an insurance quotation.

#### How to contact us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**: The Data Protection Officer, Covéa Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or Email: dataprotection@covéainsurance.co.uk.

#### Dealings with your vet

If a **vet** who is about to treat, or has treated **your pet**, requests information about **your** policy that relates to a claim or potential claim, **we** will tell the **vet** details of **your** cover, basis of **our** claims settlements and whether all premiums are paid to date.

You agree that any vet that has treated your pet has your permission to release any information that we might request concerning your insurance. Any charge for the release of this information will be your responsibility.

#### False or fraudulent claims

If any claim made under this policy by **you** or anyone acting on behalf of **you** is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this policy shall be forfeited.

We will, at our discretion, terminate the policy from the date of claim, or alleged claim, or we will not pay the claim if

- claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- false declaration or statement is made in support of a claim.

In such circumstances, **we** will be entitled to retain the premium paid by **you** and to demand the return of any sums paid in respect of the claim.



#### Missed instalment premiums

You must pay the premium for your pet to be insured. If you miss a monthly instalment, you will have to pay the balance of the yearly premium immediately. If the balance is not received within 10 days of the missed instalment, we will cancel your cover.

The full amount of any monthly instalment payments **you** should have paid, that **we** have not received at the date **we** settle a claim, may be deducted from any claim amount **we** pay to **you**.

#### Other insurances

If you make a claim and there is any other insurance covering the same event under which you are entitled to payments, we will only pay our proportion of the claim.

#### Renewal terms

If you pay your premium by Direct Debit instalments, when your policy is due for renewal it will be renewed for you automatically to save you the worry of remembering to contact the policy administrators before the renewal date. The policy administrators will write to you before the policy expires with full details of your premium and policy conditions for the next period of insurance. If you do not want to renew this policy just let the policy administrators know.

When **we** offer a further **period of insurance we** will be entitled to change the premiums, excess and conditions or to apply exclusions due to the claims history of **your pet**.

### Subrogation

If you have any legal rights against any other party in respect of your claim, we will be entitled to take legal action against them in your name but at our expense. You must assist us by providing any documents that we might reasonably request.

#### Transferring your interest in the policy

You must be the owner of the pet. Your cover will cease immediately if your pet is sold or given away.

#### Vaccinations and care

To the best of **your** knowledge and belief at the start of this insurance **your pet** must be in good health and free from any **injury** or **condition** unless this has been disclosed by **you**, and accepted by **us**.

During the **period of insurance you** must take care of **your pet**, which includes arranging and paying for any **treatment** normally recommended by **your vet** to prevent or reduce the risk of **illness** or **injury**.

### HOW TO MAKE A CLAIM



petGuard claims are administered by Covéa Insurance plc.

We aim to provide a fast and efficient claim service. To help please tell us about any claim, or possible claim, as soon as possible by calling the claims helpline on 0333 130 4534.

#### Claims conditions

- 1. Within 30 days of notifying **us**, **you** must supply details of the claim in writing together with any supporting information, which **we** may require.
- 2. We do not pay for certificates, photographs or receipts required as part of the claim.
- 3. Please make sure that **you** read the policy conditions and policy exclusions.

If you ask us to pay your vet, you must settle with your vet the part of the claim for which you are responsible. If you are unsure of the amount, please call the claims helpline.

If your claim involves complementary treatment the claim form and invoices must be countersigned by your vet.

All claim forms must be signed by both you and your vet.

# WHAT TO DO IF YOU HAVE A COMPLAINT



It is always the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the procedure below:

#### Policy sales

If your complaint is about the sale of your policy, please contact us quoting your policy number by:

Email: complaints@guardcover.co.uk

Phone: 0345 450 7042

or

Post: petGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB

#### Policy claims

If your complaint is about the handling of a claim, please contact us quoting your policy or claim number by:

Email: claims@petadminteam.com

Phone: 0333 130 4534

or

Post: Covéa Insurance plc, petGuard, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX

#### Financial Ombudsman Service

In the event that **you** remain dissatisfied with **our** handling of and response to **your** complaint **you** may be referred to the Financial Ombudsman Service.

The Ombudsman can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Phone: **0800 023 4567** Calls to this number are now free on mobile and landlines. **0300 123 9123** calls to this number cost no more than calls to 01 and 02 numbers.

Email: complaints.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

**You** can also register a complaint with the European Union's Online Dispute Resolution platform (or ODR). Their website is http://ec.europa.eu/consumers/odr/. The ODR will simply pass **your** complaint to the Financial Ombudsman

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.



#### The Administrators

petGuard is a trading style of Thistle Insurance Services Limited.

Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. FRN 310419 Lloyd's Broker. Registered in England under No. 00338645. Registered office, Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Thistle Insurance Services Limited is part of the PIB Group. PIB Group is a trading style of PIB Group Limited. PIB Group Limited is registered in England & Wales. Registration number 09900466.

#### The Underwriter

Covéa Insurance plc, registered office, Norman Place, Reading, RG1 8DA. No. 613259

Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 202277.

#### How to contact us

For Sales and Administration call: 0345 450 7042

Email: info@guardcover.co.uk
Website: www.petGuard.co.uk

Post: petGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB

For Claims call: 0333 130 4534

#### Financial Services Compensation Scheme

**You** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit **www.fscs.org.uk** 

#### Law applicable to this contract

This contract is governed by English law unless **you** have asked for another law and **we** have agreed to this in writing before the policy start date, and for the purpose of legal proceedings it is subject to the jurisdiction of the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

### This document can be made available in other formats on request.

petGuard is a trading style of Thistle Insurance Services Limited. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Register number 310419. Lloyd's Broker. Registered in England No. 00338645. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is part of the PIB Group. PIB Group is a trading style of PIB Group Limited. PIB Group Limited is registered in England & Wales. Registration number 09900466. petGuard is underwritten by Covéa Insurance plc, registered office, Norman Place, Reading, RG1 8DA. Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number: 202277.