## **NCI Pet Insurance**

# PET INSURANCE

### **Standard Policy Terms and Conditions**

YOU MUST READ THESE TERMS AND CONDITIONS AND THE CERTIFICATE OF INSURANCE WHICH FORM AN INTEGRAL PART OF THE POLICY

NCI Pet Insurance is a trading style of NCI Insurance Services Limited. NCI Pet Insurance policies are sold and administered by NCI Insurance Services Limited. Registered In England No 4741145. Registered Office: 4<sup>th</sup> Floor Clarendon House, Victoria Avenue, Harrogate, North Yorkshire HG1 1JD. NCI Insurance Services Limited is an Appointed Representative of NCI Vehicle Rescue plc, which is authorised and regulated by the Financial Conduct Authority (Firm Reference 307654).

Insurance is underwritten by Cranbrook Underwriting Limited on behalf of QIC Europe Limited, (reference number: B087514C0DD5001), No. 7, 4th floor, Block C, 179, Marina Street, Pieta PTA 9042, Malta. QIC Europe Ltd is authorised and regulated by the Malta Financial Services Authority number C67694.

These are the Terms and Conditions of **your** NCI Pet Insurance policy. **We**, QIC Insurance, underwrite this policy and these Terms and Conditions give **you** details of what is covered, what is not covered and the limits and conditions that apply.

This policy is a contract between you and us.

The following elements form the contract of insurance between  ${\bf you}$  and  ${\bf us}$ . Please read them and keep them safe:

- The policy Terms and Conditions.
- Your Certificate of Insurance and statement of fact.
- The information contained in the 'Important Information' document which we provide to you when you take out or renew your policy.
- Any changes to this insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your** Certificate of Insurance, subject to these Terms and Conditions.

Please refer to **your** Certificate of Insurance to confirm which sections of cover apply to **your pet**.

Please read Section C for conditions that apply to the whole policy.

#### Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. Please read any assumptions carefully and confirm if they apply to **your** circumstances.

Please tell **us** immediately if any of the information provided by **you** changes after **you** purchase **your** policy, or if there are any changes to the information set out in **your** Certificate of Insurance at **your** renewal. **You** must also tell **us** immediately if any of the following changes take place:

- You change address.
- You change your bank details (if you pay monthly premiums).
- You move abroad permanently.
- You are going to be temporarily resident outside the UK for more than 6
  months during the period of insurance.
- Your pet is used for security, guarding, track racing or coursing.
- Your pet is neutered or spayed.
- Your pet is micro chipped.
- Any changes in the health of **your pet**, regardless of whether or not **you** have made a claim on this policy.
- You sell your pet or transfer ownership of your pet to another person.
- Your pet is diagnosed with a behavioural illness.
- Your pet dies.

If you are in any doubt, please contact us.

When **we** are notified of a change, **we** will tell **you** if this affects **your** insurance, for example 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 inform **us** about a change it may affect any claim **you** make.

If the information provided by **you** is not complete and accurate **we** may:-

- Revise the premium; and/or
- Cancel your policy; and/or

- Refuse to pay a claim; and/or
- Exclude cover for a pre-existing condition.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date **your** renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after **your** renewal date.

**We** recommend that **you** keep a record (including copies of letters) of all information supplied to **us** for future reference.

#### Your cancellation rights

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is the later.

If you wish to cancel during this 14 day period, you will be entitled to a full refund of the premium paid, providing you have not made a claim. If you have made a claim you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover.

To cancel, please contact **01423 535057** or write to NCI at the following address:

NCI Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the 'Cancelling this policy' section of this policy booklet.

#### In the event of a claim:

To make a claim you may either:

- Telephone 01423 535057 or email <u>petclaims@ncionline.co.uk</u> and request a claim form to be sent to you; or
- Download a claim form from the website at:

#### www.ncipetinsurance.com/pet/how-to-claim

You can send this in writing to: The Claims Department, NCI Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD.

Unless you are claiming for veterinary fees, you must let us know of any circumstances which are likely to lead to a claim. The claim form must be completed fully and truthfully and returned with documentation, evidence or other information that we may reasonably require in order to assess your claim.

Please ensure **you** follow the procedures set out in the relevant section under which **you** are claiming. Please make sure **your** claim form is fully completed by **you** and if **you** are claiming for **veterinary fees**, **your vet**, as any incomplete claim forms will be returned to **you**.

#### **Complaints:**

If you wish to complain about the service we have provided please contact us as shown in Section E. We will take steps to remedy the position, or where you remain dissatisfied details of the procedure to follow will be provided as detailed below in Section E.

#### **Regulatory Status:**

**We** are authorised by the Malta Financial Services Authority, number C67694. **We** are registered as: QIC Europe Ltd. Registered Office: Suite C7, 4th Floor, Block C, Skyway Office, 179 Marina Street, Pieta PTA, MALTA, 9042.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting <a href="https://www.fca.org.uk">www.fca.org.uk</a> or by contacting

#### Telephone recording and call charges

Calls to 01- and 03- prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For our joint protection telephone calls may be recorded and/or monitored.

**Our** Customer Services lines are open from 9am to 8pm Monday to Friday and 9am to 5pm on Saturdays (excluding public and bank holidays).

**Our** Pet Claims line is open from 8am to 6pm Monday to Friday and 10am to 6pm on Saturdays (excluding public and bank holidays).

(The Pet Emergency line is open 24/7, 365 days a year).

#### **SECTION A:**

#### THE MEANING OF WORDS IN THIS POLICY

If we explain what a word means, that word has the same meaning wherever it appears in these Terms and Conditions.

#### 12 months:

365 days calculated from the treatment date.

#### 2. Behavioural illness:

Any change(s) to **your pet's** normal behaviour that is caused by a mental or emotional disorder, **illness** or disease, but not **injury** which could not have been prevented by training.

#### Clinical sign(s):

A change in **your pet's** normal healthy state, its bodily functions or behaviour.

#### 4. Elective treatment or diagnostics:

Any treatment or diagnostics you request, which the vet confirms is not necessary.

#### 5. Excess:

The amount shown on **your** Certificate of Insurance. This is the first part of each unrelated claim and the amount **you** have to pay.

For veterinary fees, this will either be:

- a) A fixed amount only. The fixed amount is the amount that you have to pay towards each illness or injury that is not related to any other illness or injury. This amount will be deducted from the first claim(s) for that illness or injury.
- b) A fixed amount and a percentage amount if your pet is 10 years old or over (7 years old or over for select breeds). The fixed amount will be deducted as explained in a) above. In addition, you must also pay a percentage of all treatment costs. The percentage is shown on your Certificate of Insurance. This will be deducted from all claims submitted and will be calculated on the amount left after the fixed amount has been deducted.

#### 6. Family:

**Your** husband, wife, civil partner, life partner, parents, grandparents, brothers, sisters, sons, daughters, grandsons and granddaughters.

#### 7. Illness:

Any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities **your pet** was born with or were passed on by its parents.

#### 8. Illness which starts in the first 14 days of cover:

- An illness that showed clinical signs in the first 14 days of your pet's first policy year, or
- An illness which is the same as, or has the same diagnosis or clinical signs as an illness that showed clinical signs in the first 14 days of your pet's first policy year, or
- c) An illness that is caused by, relates to, or results from, a clinical sign that was noticed, or an illness that showed clinical signs in the first 14 days of your pet's first policy year. No matter where the illness or clinical signs are noticed or happen in, or on, your pet's body.

#### 9. Incident(s):

A specifically identifiable accident, **injury** or **illness**. Recurring and/or chronic **incidents** shall be considered as one loss and/or condition. Such **incidents** being defined as:

- clinical manifestations resulting in the same diagnosis (regardless of the number of incidents or areas of the body affected) to which your pet has an ongoing predisposition or susceptibility or injury related in any way to the original claim; or
- Incidents which are incurable and likely to continue for the remainder of your pet's life.

#### 10. Injury:

Physical damage or trauma caused immediately by an accident. Not any physical

damage or trauma that happens over a period of time.

#### 11. Maximum benefit:

The most  $\mathbf{we}$  will pay as shown on the Certificate of Insurance for each section of cover.

#### 12. Policy year:

The time during which **we** give cover as shown on **your** Certificate of Insurance.

#### 13. Pre-existing condition:

- An injury that happened or an illness that first showed clinical signs before your pet's cover started, or
- An injury or illness that is the same as, or has the same diagnosis or clinical signs as an injury, illness or clinical signs your pet had before its cover started, or
- c) An injury or illness that is caused by, relates to, or results from an injury, incident, illness or clinical signs your pet had before its cover started. No matter where the injury, illness or clinical signs are noticed or happen in, or on, your pet's body. This is in addition to any exclusion(s) stated on your Certificate of Insurance.

#### 14. Select breeds:

All Mastiff breeds, Beauceron, Bernese Mountain Dog, Bulldog, Deerhound, Dogue de Bordeaux, Estrela Mountain Dog, Great Dane, Irish Wolfhound, Leonberger, Newfoundland, Old English Sheep Dog, Pyrenean Mountain Dog, Rottweiler, Shar Pei and St Bernard.

#### 15. Treatment:

Any examination, consultation, advice, tests, x-rays, medication, surgery, hospitalisation, nursing and care provided by a veterinary practice.

#### 16. Treatment date:

The date that **your pet** first received **treatment** for the **illness** or **injury** being claimed.

#### 17. LIK

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

#### 18. Vet:

Registered Veterinary surgeon.

#### 19. Veterinary fees:

The cost or expense of any **treatment** or amount **vets** in general or referral practices usually charge.

#### 20. Veterinary treatment:

The cost of the following when required to treat an **illness** or **injury**:

- Any examination, consultation, advice, test, x-ray, surgery and nursing carried out by a vet, a veterinary nurse or another member of the veterinary practice under the supervision of a vet, and
- b) Any medication legally prescribed by a vet. This includes physiotherapy and treatment of a behavioural illness providing it is carried out by a veterinary practice.

#### 21. We, us, our, insurer:

Cranbrook Underwriting on behalf of QIC Europe Limited, (reference number B087514C0DD5001), No. 7, 4th floor, Block C, 179, Marina Street, Pieta PTA 9042, Malta authorised and regulated by the Malta Financial Services Authority number C67694. This insurance is arranged and administered by NCI who are acting on **our** hehalf.

#### 22. You, your, the policyholder:

The person named on the Certificate of Insurance.

#### 23. Your pet:

The dog or cat named on the Certificate of Insurance.

#### **SECTION B:**

#### **INSURED EVENTS WE WILL COVER**

This insurance provides the cover set out in the sections below.

#### **Section 1A - Veterinary fees**

Cover under this section applies in the **UK** only.

#### What we will pay

The cost of **veterinary fees** for the **veterinary treatment your pet** has received to treat an **illness** or **injury**.

Each **incident** is covered for:

- **12 months**, or
- until maximum benefit is reached, whichever happens first,

as long as  $\boldsymbol{you}$  continue to pay the premium when due.

Cover for any ongoing **incident** will continue into a new **policy year** providing **you** renew **your** policy and continue to pay the premiums due.

#### What you pay

The excess shown on your Certificate of Insurance

#### What we will not pay

- More than the maximum benefit for an incident.
- 2. The cost of any treatment for a pre-existing condition.
- The cost of any treatment for an illness which starts in the first 14 days of cover.
- The cost of any treatment your pet receives more than 12 months after the treatment date.
- 5. The cost of any treatment, injury or illness, if the clinical signs are the same as the clinical signs of an injury or illness where we have already paid the cost of treatment for 12 months or the maximum benefit has been reached.
- The cost of any medicines or materials prescribed or supplied to be used more than 12 months after the treatment date.
- 7. The cost of any **treatment** to prevent **injury** or **illness**.
- The cost of any elective treatment or diagnostics including any complications that arise.
- The cost of killing and controlling fleas and the cost of improving general health.
- 10. The cost of any food, (including food prescribed by a vet) unless it is:
  - a) Used to dissolve existing bladder stones and crystals in urine, which is limited to a maximum of 40% of the cost of food for up to 6 months.
  - b) Liquid food, used for up to 5 days while your pet is hospitalised at a veterinary practice, providing the vet confirms the use of the liquid food is essential to keep your pet alive.
- 11. The cost of pheromone products, including DAP diffusers and Feliway, unless used as part of a structured behaviour modification programme, and the limited to a maximum period of 6 months.
- The cost of any vaccination, other than the cost of treating any complications that arise from this procedure.
- 13. The cost of any **treatment** in connection with false pregnancy if **your pet** has received **veterinary treatment** for more than 2 episodes of false pregnancy.
- 14. The cost of any **treatment** in connection with breeding, pregnancy and giving birth
- 15. The cost of spaying (including spaying following a false pregnancy) or castration, unless:
  - The procedure is carried out when your pet is suffering from an illness or injury and is essential to treat the illness or injury, or
  - The costs claimed are for the treatment of complications arising from this procedure.
- 16. The cost of any treatment in connection with a retained testicle(s) if your pet was over the age of 16 weeks when cover started.
- The cost of treating any injury or illness deliberately caused by you or anyone living with you.
- 18. The costs of having your pet:
  - Put to sleep, including any veterinary consultations/visits or prescribed medications specifically needed to carry out the procedure, or
  - b) Cremated, buried or disposed of.
- 19. The cost of a house call unless the **vet** confirms that moving **your pet** would further damage its health, regardless of **your** personal circumstances.
- Extra costs for treating your pet outside usual surgery hours, unless the vet confirms an emergency consultation is essential, regardless of your personal circumstances.
- 21. The cost of hospitalisation and any associated veterinary treatment, unless the vet confirms your pet must be hospitalised for essential veterinary treatment, regardless of your personal circumstances.
- Costs resulting from an injury or illness specified as excluded on your Certificate of Insurance or generally not covered within these Terms and Conditions.
- 23. The cost of surgical items that can be used more than once.
- 24. The cost of physiotherapy and **treatment** for a **behavioural illness**, unless this is carried out by a registered veterinary practice.
- 25. The cost of hydrotherapy, acupuncture, homeopathy, chiropractic manipulation, osteopathy or any other complementary or alternative treatment. This includes any veterinary treatment specifically needed to carry out the particular complementary or alternative treatment.
- The cost of buying or hiring equipment or machinery or any form of housing, including cages.
- 27. The cost of bathing, grooming or de-matting **your pet** unless:
  - a) You have taken all reasonable steps to maintain your pet's health, and
  - b) A vet confirms veterinary expertise is needed and therefore only a vet or a member of a veterinary practice can carry out these activities, regardless of your personal circumstances.
- 28. The cost of any treatment received outside the UK.
- The cost of treating an illness that your pet contracted while outside the UK that it would not normally have contracted in the UK.
- 30. The cost of dental treatment unless your pet had a dental examination carried out by a vet in the 12 months before the clinical signs of the injury or illness were first noted.
- 31. The cost of a post-mortem examination.
- The cost of transplant surgery, including any pre-operative and post-operative care.

33. The cost of any prosthesis, including any **veterinary treatment** needed to fit the prosthesis, other than the cost of hip and/or elbow replacement(s).

#### Special conditions that apply to this section

- The maximum amount we will pay for the cost of treatment of each illness and injury is the maximum benefit that applies on the treatment date.
- The period of 12 months and the maximum benefit will always start or be calculated from:
  - a) The **treatment date**, or
  - b) The date an illness with the same diagnosis or clinical signs was first noticed; no matter how many times the same injury, illness or clinical signs are noticed or happen in or on, any part of your pet's body. Cover for any ongoing incident will continue into a new policy year providing you renew your policy and continue to pay the premiums due.
- 3. If a number of **injuries**, **illnesses** or **clinical signs** are:
  - a) Diagnosed as one injury or illness, or
  - b) Caused by, relate to, or result from, another injury, illness, or clinical sign; one period of 12 months or one maximum benefit will apply to the treatment received for all the injuries, illnesses or clinical signs.

In this case the period of **12 months** and the **maximum benefit** will start or be calculated from the first date in the **policy year**:

- Any of the clinical signs or any of the illnesses were noticed, or
- Any of the injuries happened.
- After we have paid the cost of treatment for 12 months or the maximum benefit for an illness, injury or clinical sign(s), we will not pay the cost of any more treatment for:
  - a) The same illness or injury,
  - b) The same clinical sign(s),
  - c) An **illness** or **injury** with the same diagnosis or **clinical sign(s)** as the **illness** or **clinical sign(s)** we have paid the limit for, or
  - d) An injury or illness that is caused by, relates to, or results from, an injury, illness or clinical sign that we have paid the limit for, no matter where the injury, illness or clinical sign(s) are noticed or happen in, or on, your pet's body.
- 5. If we agree for a claim settlement to be paid directly to your vet and you allow this, then if the vet, who has treated your pet or is about to treat your pet, asks for information about your insurance that relates to a claim, we will tell the vet what the insurance covers, what we will not pay for, how the amount we pay is calculated and if the premiums are paid to date.
- If we receive a request to pay the claim settlement direct to a veterinary practice, we reserve the right to decline this request.
- 7. If the veterinary fees you are charged are higher than the fees usually charged by a general or referral practice, we reserve the right to request a second opinion from a vet that we choose. If the vet we choose does not agree with the veterinary fees charged we may decide to pay only the veterinary fees usually charged by a general or referral practice in a similar area.
- 8. If we consider the veterinary treatment your pet receives may not be required or may be excessive when compared with the treatment that is normally recommended to treat the same illness or injury by general or referral practices, we reserve the right to request a second opinion from a vet that we choose. If the vet we choose does not agree with the veterinary treatment provided we may decide to pay only the cost of the veterinary treatment that was necessary to treat the injury or illness, as advised by the vet from whom we have requested the second opinion.
- We may refer your pet's case history to another vet in your local area that we choose and pay for. If we request that you do so, you must arrange for your pet to be examined by this vet.
- 10. If you decide to take your pet to a different vet for a second opinion because you are unhappy with the diagnosis or treatment provided, you must tell us before you arrange an appointment with the new vet. If you do not, we will not pay any costs relating to the second opinion. If we request, you must use a vet we choose. If we decide the diagnosis or treatment currently being provided is correct, we will not cover any costs relating to the second opinion.
- 11. It is your responsibility to ensure the veterinary practice is paid within the required time frame. If an additional charge is added to the cost of treatment due to the late payment of fees, we will deduct this charge from the claim settlement.
- 12. If the veterinary practice provides a discount for paying the cost of treatment within a certain time frame, you must provide payment within this time frame. If you do not, we will deduct the discount, which would have been provided, from the claim settlement.

#### How to claim

Before **your pet** is treated, **you** must make sure that the **vet** is prepared to fill in **our** claim form and provide invoices. **You** must fill in a claim form and ask **your vet** to fill in their part.

#### Please send us:

- 1. Your completed claim form, and
- The invoices showing the costs involved.

**We** will not pay for the cost of this information or the cost of the **vet** completing the claim form.

#### When to claim

It is important that **you** register **your** claim as soon as possible after the **treatment** 

#### **Section 2 - Third Party Liability**

- This section only applies to dogs.
- Cover under this section applies in the **UK** only.
- In this section, 'you' and 'your' mean you or any person looking after or handling your pet with your permission.

#### What we will pay

If property is damaged, or someone is killed, injured or falls ill as a result of an **incident** involving **your pet** during the **policy year** and **you** are legally responsible and held to be liable, **we** will pay:

- Compensation and claimant's costs and expenses, and
- Legal costs and expenses for defending a claim against you.

#### What you pay

The excess shown on your certificate of insurance.

#### What we will not pay

- More than the maximum benefit.
- Any costs and expenses for defending you which we have not agreed beforehand.
- 3. Any compensation, costs and expenses:
  - Resulting from an incident which involves your profession, occupation or business.
  - Resulting from an incident which involves the profession, occupation or business of anyone who is employed by you or anyone who works for you in any way.
  - If you are legally responsible only because of a contract you have entered into.
  - d) If the person who is killed, injured or falls ill, lives with you, is a member of your family or is employed by you.
  - If the property damaged belongs to you, any person who lives with you, a member of your family or a person who is employed by you.
  - f) If you, a member of your family or any person who lives with you or is employed by you is responsible for, or looking after, the property that is damaged.
  - g) Resulting from an incident if you have not followed instructions or advice given to you by previous owners or the rehoming organisation about the behaviour of your pet.
  - If you are deemed responsible under the laws of any country, other than members of the European Union.
  - If you are responsible for air, water or soil pollution, unless it can be proven that the pollution took place immediately after and as a result of an accident involving your pet.
  - j) Resulting from an **incident** that happens where **you** work.
  - k) If your pet is kept or lives on premises which sell alcohol, unless there is no access from the residential premises to the business premises.
  - If you are found not to be liable for the incident and/or recover costs and expenses from the opponent.
  - m) Resulting from an **incident** that happens outside the **UK**.
  - n) If your pet is with someone being paid to look after them.
- Costs resulting from any incident specified as excluded on your Certificate of Insurance or generally not covered within these Terms and Conditions.

#### Special conditions that apply to this section

- You must not admit responsibility, agree to pay any claim or negotiate with any person following an incident.
- You agree to tell us or help us find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
- You must allow us to take charge of your claim and allow us to prosecute in your name for our benefit.
- You must immediately send us any writ, summons or legal documents you
  receive and you must never send a reply to any of these documents.

#### How to claim

#### Please send us:

- 1. Your completed claim form, and
- All correspondence, writs, summons or any other legal documents. You must not have answered any of these documents.

We will not pay for the cost of this information.

# SECTION C: GENERAL CONDITIONS WHICH APPLY TO THE WHOLE POLICY

The following conditions apply to the whole policy cover in addition to all the conditions specified under each relevant Section of cover.

- If treatment for any incident is ongoing at the renewal date, cover for that incident will continue into the new policy year providing you renew the policy and continue to pay the premium when due.
- In the event that you choose not to renew your pet insurance policy, all cover and benefits will cease on the date your policy lapsed and no claim will be paid in respect of treatment after this date.
- Throughout the policy year you must take all reasonable steps to maintain your pet's health and to prevent injury, illness and loss.
- You must arrange and pay for your pet to have a yearly dental examination and any treatment normally recommended by a vet to prevent illness or injury. Any treatment recommended as a result of the dental examination must be carried out as soon as possible.
- You must keep your pet vaccinated against the following: Dogs Distemper, hepatitis, leptospirosis, parainfluenza and parvovirus. Cats Feline infectious enteritis, feline leukaemia and cat flu. If you do not keep your pet vaccinated, we will not pay any claims that result from any of the above illnesses.
- 6. You must arrange for a vet to examine and treat your pet as soon as possible after it shows clinical signs of an injury or an illness, and follow any advice they give. If you do not follow the vet's advice we will not pay any claims relating to that injury or illness.
- 7. You and your pet must live in UK.
- 8. In order for us to be able to assess your claim, we reserve the right to request additional relevant information or records from your current or any other vet that has treated your pet. We will only ask for information which is relevant to the details and circumstances of the claim and previous medical history. If the vet charges you for this information you will have to pay.
- 9. If there is any other insurance under which **you** are entitled to make a claim, if the claim is payable **we** will only pay **our** share of the claim. **You** must tell **us** the name and address of the other insurance company and **your** policy number with them and any other information **we** may require.
- 10. If you have any legal rights against another person in relation to your claim, we may take legal action against them in your name at our expense. You must give us all the help you can and provide any documents we ask for.
- 11. When **we** offer further periods of insurance **we** may change the premium and the policy Terms and Conditions.
- 12. Your pet is only covered under this policy if you pay the premium. When we settle your claim, we will deduct any unpaid premiums from the claim or any other amount due to us.
- 13. You agree that any vet has your permission to release any relevant information we ask for about your pet in relation to your claim. If the vet makes a charge for this, you must pay the charge.
- 14. **We** will not guarantee on the phone if **we** will pay a claim. **You** must send **us** a claim form that has been fully completed and **we** will then write to **you** with **our** decision
- When you make a claim you agree to give us any information we may reasonably ask for, in support of your claim.
- 16. The law of England and Wales will apply to this contract unless: you and the Insurer agree otherwise; or at the date of the contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.
- The language of the policy and all communications relating to it will be in English, unless we otherwise agree in writing.
- 18. You agree to pay translation costs for any documentation not written in English.

#### Fraud

Fraud increases your premium and the premiums of all policyholders. If you:

- Provide us with false information in relation to a claim.
- Make a false or exaggerated claim with us, or
- Make any claim with us which involves your dishonesty,

we will not pay your claim and we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out. If we pay a claim and subsequently find the claim was fraudulent, you must repay us the full amount.

#### **Monthly payments**

If you are paying the premium using a monthly credit facility, you must make the regular monthly payments as required in the credit agreement. If you do not do this we may cancel this insurance as set out in the 'Cancelling this policy' section of this policy booklet.

#### **Cancelling this policy**

#### Your right to cancel

Following the expiry of **your** 14 day statutory cooling off period, **you** continue to have the right to cancel **your** policy at any time during its term.

If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover and provided you have not made a claim. If you have made a claim, we will make a deduction equal to the amount we have paid for the claim.

To cancel please contact 01423 535057 or write to the following address:

NCI Pet Insurance, 4th Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD

#### Our right to cancel

We (or any agent we appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a monthly credit facility). If premiums are not paid when due, we will initially contact you, advising that your policy premiums have fallen into arrears. We will then write to you, requesting payment by a specific date. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy from the cancellation date shown on the letter. If you miss an instalment payment, you must pay the outstanding amount within 14 days of the date detailed on the letter. If we do not receive your payment within 14 days from this date, your insurance will automatically stop and we will make no further claim payments.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Information and changes we need to know about' section in this policy booklet.

If we cancel the policy under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an **insurer** allows the **insurer** to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If your policy is cancelled or comes to an end for any other reason all cover for your pet will stop on the date the policy is cancelled/ends and no further claims will be paid.

#### **Customers with disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Customer service on **01423 535057** (between 9am and 8pm weekdays and 9am and 5pm on Saturdays, excluding public and bank holidays) or alternatively write to: NCI Pet Insurance, 4<sup>th</sup> Floor, Clarendon House, Victoria Avenue, Harrogate, HG1 1JD

#### SECTION D: GENERAL EXCLUSIONS

The following exclusions apply to all sections of the policy in addition to the exclusions, limitations and conditions detailed under each relevant Section of Cover:

- Any amount or expense resulting from a pre-existing condition where before
  the start of this insurance, in our reasonable opinion, the insured was aware,
  or should have been aware, that a claim was likely to be made.
- Costs arising from preventative and elective treatment or diagnostics, routine examinations, vaccination, spaying, castration, pregnancy or giving birth.
- 3. Any **pet** less than 6 weeks old.
- 4. Dogs used for security, guarding, track racing or coursing.
- Any dog that is, or is crossed with, a Pit Bull Terrier, Dogo Argentino, Perro De Presa Canario, Dogo Canario, Japanese Tosa, Fila Brasileiro, Czechoslovakian

- Wolfdog, Saarloos Wolfhound/Wolfdog or any wolf hybrid.
- Any amount if you break the UK laws or regulations, including those relating to animal health or importation.
- Any amount if your pet is confiscated or destroyed by government or public authorities or under the Animals Act 1971 United Kingdom because it was worrying livestock. This includes any further amendments to this Act.
- 8. Any costs incurred because the Department for Environment, Food and Rural Affairs (DEFRA) have put restrictions on **your pet**.
- Any loss as a result of an act of force or violence for political, religious or ideological reasons, war, riot, revolution or any similar event, including any chemical or biological terrorism.
- Any dog that must be registered under the Dangerous Dogs Act 1991, the Dangerous Dogs (Amendment) Act 1997 or any further amendments to this Act.
- Legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.
- 12. Any amount resulting from a disease transmitted from animals to humans.
- Any amount you recover from any other insurance or amounts that can be recovered from anywhere else.
- Any amount not supported with receipts or other proof of payment requested by us.

#### **SECTION E:**

#### IN THE EVENT OF A COMPLAINT

#### **Complaints procedure**

#### Our promise of service

Our goal is to give excellent service to all customers but we realise that things do go wrong occasionally. We take all complaints very seriously and aim to resolve all our customer's problems promptly. To ensure the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

#### What will happen if you complain?

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

#### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you to seek resolution. You should first phone Customer Services on 01423 535057.

Or write to:

The Complaints Manager NCI Pet Insurance 4<sup>th</sup> Floor Clarendon House Victoria Avenue Harrogate HG1 1JD

email: complaints@ncionline.co.uk

If  $\boldsymbol{we}$  are still unable to satisfy your complaint please write to:

Cranbrook Underwriting Limited 148 Leadenhall Street London EC3V 4QT

Or call: 0203 713 2103

QIC Europe Limited is committed to provide **you** with the highest level of service however if **you** are not satisfied with **our** services please refer the matter to **our** Complaints Officer at:-

QIC Europe Limited No. 7, 4th Floor, Block C, 179, Marina Street, Pieta PTA 9042 Malta

Tel: <u>00356–21227278</u>

Email: Andrew.Ross@qic.com.qa

**Your** complaints will be acknowledged by the Complaints Officer and a response will be sent to **you** within a maximum time period of ten working days.

In the event that **your** complaint remains unresolved, **you** may also write to the Consumer Complaints Manager at the Malta Financial Services Authority.

Malta Financial Services Authority Notabile Road BKR3000 Attard MALTA

Telephone: 00356 2144 1155

Fax: 00356 2144 1188

This will not prejudice any rights **you** may have at law including any right to institute legal proceedings. Nothing herein shall prejudice or restrict any rights of recourse or complaint which may exist to an Ombudsman or another Regulator or other mechanism for addressing customer complaints.

Please quote your Policy number in any communication.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR Telephone:

0800 023 4567 (free from landlines) or 0300 123 9123

Or simply log on to their website at <a href="www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>. Whilst <a href="www.financial-ombudsman.org.uk">we are bound by the decision of the Financial Ombudsman Service</a>, <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not. Following the complaints procedure does not affect <a href="www.financial-ombudsman.org.uk">you</a> are not affect <a href="www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> are not affect <a href="www.financial-ombudsman.org.uk">you</a> are not affect <a href="www.financi

#### **Financial Services Compensation Scheme**

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme arrangements is available from the FSCS website <a href="www.fscs.org.uk">www.fscs.org.uk</a>, or write to the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.