



Stoneways Pet Insurance

This document is a legally binding contract of insurance between **you** and **us**.

You are obliged to inform **us** of any information that affects this insurance. If **you** are in any doubt as to whether any information is relevant then **you** should disclose it.

The contract is based on the information **you** provided in **your** proposal or on-line application. **We** have agreed to insure **you** under the terms, conditions and exceptions contained in this wording, the **certificate** or in any **endorsement** applying to this wording. The only sections of cover in this policy that are applicable to **you** are those that **you** have paid for in full and that are listed in **your certificate**.

Your address must be a permanent residence within the **territorial limits**.

Law applicable to this contract:

The parties are free to choose the law applicable to this contract but in the absence of agreement to the contrary the contract shall be subject to the law of England and Wales.

Unless **we** agree otherwise the language of the policy and all communication relating to it will be in English.

Definitions

Words highlighted in the policy are explained under these definitions.



We, us, our :	Allianz Insurance plc. registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 84638. Allianz Insurance plc is authorised and regulated by the Financial Services Authority (FSA), reference number 121849. This can be checked by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.
You, your:	The person named in the certificate .
Certificate:	The document showing you , the interest we are insuring and the cover and excesses that apply.
Interest:	The animal shown on your certificate .
Animal:	Dog, cat, bird or other animal noted on the certificate .
Agreed value:	The purchase price of the animal but not exceeding the sum insured shown on the certificate .
Territorial limits:	Great Britain, the Isle of Man, the Channel Islands including transits between these places.
Endorsement:	A change in the terms and conditions of the policy, some are listed on the policy and the one(s) applicable to you are noted on your certificate , or issued with the certificate or a revised certificate .
Excess(es):	The amount you must pay towards each and every claim.
Vet:	Qualified Veterinary Surgeon.
Incident(s):	An incident shall be classed as a specifically identifiable accident, illness, disease, or condition. In the case of a chronic or recurring condition or a condition that appears to or has multiple causes then, all claims relating to that condition, falling within the terms and conditions of this policy, shall be classed as the same incident. There is not a limit to the number of different incidents in a period of insurance .
Period of insurance:	The period of time covered by this insurance (as shown in the certificate) and any extra period for which we accept your premium.
Stoneways:	Stoneways Insurance Services Ltd acting as agents on behalf of Allianz Insurance plc.
Claims advice:	In the event of a claim or an incident that may lead to a claim you must notify Stoneways as soon as possible. In any event no later than 30 days after the incident .

Stoneways Insurance Services Ltd,

Muscott House, 6 Meadrow, Godalming, Surrey GU7 3HL Tel: 01483 426966 Fax: 01483 418834
email: insurance@stoneways.uk.com

You will need to complete a claim form which is available to download from www.stoneways.uk.com

TERMS AND CONDITIONS OF THE POLICY

Section A - Death of an Animal

We agree to pay **you** up to the **agreed value** of the **animal** shown in the **certificate**

- 1) in the event of the death during the **period of insurance** of **your animal**, or
- 2) in the event of death within 12 months of the date of the **incident** causing death of your **animal**, subject to **you** having paid for a 12 month **period of insurance** and such **incident** occurring during the **period of insurance** and written notice of it having been given to **Stoneways** within 30 days of occurrence.

Exclusions

- 1) This Insurance does not cover intentional slaughter, whether by or under the order of any government or public or local authority or any person or body having jurisdiction in this matter or otherwise; however **we** will not invoke this particular exclusion as a defence:
 - (a) where **we** have agreed to the destruction of the **animal**, or
 - (b) where an **animal** suffers an injury or is afflicted with an excessively painful disease and a **Vet** appointed by **us** first confirms that the suffering of that **animal** is incurable and so excessive that immediate destruction is imperative for humane reasons, or
 - (c) where an **animal** suffers an injury and a **Vet** appointed by **you** has made a report stating that the suffering of that **animal** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **Vet** by **us**.Provided that in all such cases (a), (b) or (c) **we** are given the opportunity of having a post-mortem and autopsy examination carried out by **our** Vet.
- 2) Any claim for death on an **animal** aged 8 years or over at the start of the **period of insurance**.

Section B - Theft

We agree to pay **you** up to the **agreed value** of the **animal** shown in the **certificate** in the event of theft of **your animal** during the **period of insurance**. Theft cover includes;

- (i) theft of the **animal**
- (ii) death directly resulting from theft of the **animal**
- (iii) death or permanent loss of possession of the **animal** directly resulting from unlawful removal
- (iv) loss of value due to malicious or willful castration of the **animal** by or on behalf of those responsible for such unlawful removal.

Conditions

- 1) **You** must not have had any thefts or attempted thefts of any **your** animals, nor threats against **you** or any of **your** animals during the twelve months prior to the inception of this insurance.
- 2) In the event of theft:-
 - (a) no liability arises for loss of the **animal** by theft until 30 days after the incident is reported to **Stoneways** and then only in the event that the **animal** has not been recovered during that period, and
 - (b) **you** must immediately report the theft or disappearance to **Stoneways** and local police, and follow any recommendations. **You** must not pay any ransom or enter into any ransom negotiations, if **you** do this section of cover will become void and no claim will be paid under it.
 - (c) in the event of any payment for theft **we** reserve the right to take title and possession of the **animal** if subsequently recovered, and
 - (d) in the case of a female **animal**, no cover is given under this section for any of her offspring.

Exclusion

- 1) Any claim for theft on an **animal** aged 8 years or over at the start of the **period of insurance**.

Section C - Veterinary Surgeons Fees

We agree to pay **you** up to the limit shown on the **certificate**

- 1) in the event of veterinary fees being incurred during the **period of insurance** in respect of diagnosis and treatment relating to an **incident** sustained or contracted during the **period of insurance**.
- 2) If **you** have paid for a 12 month **period of insurance** then treatment will be covered for a total of 12 months from the date of the **incident**, subject to such **incident** having occurred during the **period of insurance** and written notice of such **incident** having been given to **Stoneways** within 30 days of occurrence.

The limit of cover and **excess** shown on **your certificate** is on a per **incident** basis.

Exclusions

- 1) Veterinary fees incurred in connection with:-
 - (a) routine preventative treatment such as inoculations or vaccinations,
 - (b) elective treatment such as castration, spaying and surgical sexing,
 - (c) accidents, illnesses, **incidents** or conditions that started or first showed symptoms prior to the **period of insurance**,
 - (d) hereditary or congenital conditions,
 - (e) dental treatment except as a result of abscess formation or trauma,
 - (f) pregnancy or parturition,
 - (g) behavioural problems,
 - (h) referrals carried out as a second opinion, or referrals to a specialist veterinary centre or hospital unless a full report has been submitted and permission has been obtained in writing from **us**,
 - (i) transport costs,
 - (j) keep cost unless at a **vet's** and then only if they are necessary for the wellbeing of the **animal**,
 - (k) cost of destruction or disposal of carcass,
 - (l) cost of postage or delivery of drugs or other items required for treatment or rehabilitation,
 - (m) any drugs or other items required for treatment or rehabilitation for use after 12 months from the incident date,
 - (n) treatment of cats or dogs of 8 years of age or over, except as a result of accidental injury. This exclusion is not applicable to renewals of cats or dogs if first insured under the age of 8 years and cover has been continuous,
 - (o) Any diet or food supplements.

Section D - Third Party Legal Liability for Dogs only

We agree to pay **you** all amounts that **you** become legally liable to pay following accidental

- (a) death, bodily injury, illness or disease of any person
- (b) loss or destruction of, or damage to property which occurs during the **period of insurance** and is caused by, or arises in connection with **your animal**.

Other Persons

We will insure someone who is handling or has custody or control of the **animal** as though they are **you**, provided they have **your** prior permission and they are deemed to be legally responsible for the **animal**.

Personal Representatives

If **you** die having incurred liability for which this section provides cover then **we** will deal with your legal representative provided that the legal representative is subject to and observes the terms, conditions, exclusions and endorsements of this policy.

Limit of Amount Payable

The amount payable under this section for any number of incidents caused by any one source or original cause will not exceed £1,000,000. Included within the limit **we** will pay

- (a) the claimant's legal costs awarded against **you**
- (b) **your** costs and expenses incurred with **our** written consent provided that such costs and expenses arise from liability incurred under this section (costs and expenses are restricted to the individual insured person and do not extend to include anyone else). **We** may at any time pay any claim up to and including the limit of cover, after deduction of all amounts already paid. Such payment will release **us** from all further liability connected with the claim other than the payment of costs and expenses incurred prior to the date of payment.

Exclusions

We will not be liable under this section for any claims in respect of

- 1) death, bodily injury, illness or disease sustained by a person employed by **you** or under a contract of service to **you**, arising out of or in the course of such person's employment by **you**,
- 2) loss of or damage to property belonging to **you** or in **your** care,
- 3) the hiring out of any **animal**,
- 4) any agreement unless liability would have existed in the absence of that agreement,
- 5) the Insured person's trade, business or profession,
- 6) the **excess** as shown in the **certificate** in respect of property damage.

GENERAL EXCLUSIONS

- 1) This Insurance does not cover any loss due to:
 - (a) any surgical operation unless conducted by a **Vet** and confirmed by them to have been necessitated solely by accident, disease or illness,
 - (b) the administration of any medication unless by a **Vet** (or experienced personnel directed by them) and confirmed by the **Vet** to have been of a prophylactic nature or necessitated by accident, disease or illness; "medication", as used above means, any drug, hormone, vitamin, protein or other substance other than food or drink,
 - (c) malicious or willful injury caused by **you** or anyone working for you or acting on your behalf.
- 2) This Insurance does not cover loss directly or indirectly caused by, happening through or in consequence of:-
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (c) confiscation or nationalisation or requisition by or under the order, of any government or public or local authority or any person or body having, or claiming, jurisdiction in the matter, or
 - (d) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riots, strikes, civil commotions.In any claim, and in any action, suit or proceeding to enforce a claim, it is **your** responsibility to prove the loss does not fall within Exclusion 2(c) or 2(d).
- 3) This insurance does not cover the recurrence or continuation of an injury, illness or condition from which the **animal** suffered prior to commencement of cover. This exclusion is also applicable at the time of any increase or addition in cover.
- 4) This insurance will not pay any claims arising from illness contracted within 14 days of the start of, or within 14 days of any increase or addition of, cover.
- 5) This insurance excludes any condition that manifests itself during the **period of insurance** which, upon veterinary advice, could reasonably be deemed to have existed prior to inception of this policy or prior to the date of any increase or addition of cover, unless fully and accurately disclosed and endorsed onto the **certificate**.
- 6) This insurance does not cover the **animal** for any operation for castration or spaying or any consequences of such operations unless **our** prior agreement has been obtained and endorsed on to the policy and any due premium paid.

GENERAL CONDITIONS

- 1) It is necessary that at the start of cover each **animal** is in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever. This condition is also applicable at the time of, any increase in cover or, any additions to the insurance.
- 2) It is necessary that at the start of this insurance **you** are the sole owner of each **animal**. This insurance will cease to cover any **animal** immediately **you** sell it or part with any share in it whatsoever, whether temporarily or permanently.
- 3) It is necessary that:
 - (a) the **animal** shall have remained within Great Britain, the Isle of Man or the Channel Islands during the whole **period of insurance**, and
 - (b) the **animal** must not have been used at any time during the **period of insurance** for any commercial purposes.Any breach of either of these conditions shall render **your** claim null and void and release **us** from all liability connected to it.
- 4) It is necessary that:
 - (a) at all times **you** take reasonable precautions to keep **your animal** fit and healthy and to prevent any injury, illness, loss, damage or accidents. This includes care such as an annual dental examination, vaccinations, a worming programme and any treatment recommended by your vet to prevent illness or injury.
 - (b) (i) any insured dog is currently vaccinated/boosted against distemper, hepatitis, leptospirosis and parvovirus.
(ii) any insured cat is currently vaccinated/boosted against feline infectious enteritis and cat flu.
 - (c) in the event of an **incident** to an **animal you** must employ a **Vet** and notify **Stoneways** who may also instruct a **Vet** on **our** behalf. If required by **us**, **you** must allow **us** to remove the **animal** for treatment, and
 - (d) in the event of the death of a bird, **you** must immediately arrange for a post-mortem and autopsy examination to be made by a **Vet** or DEFRA (Department of Environment Food and Rural Affairs). **You** must also immediately give notice to **Stoneways** who may instruct a **Vet** on **our** behalf if deemed necessary.

Any failure by **you** to comply with the above (a), (b), (c), or (d) shall render the **your** claim invalid and release **us** from all liability in connection with it, whether you have personal knowledge of the events or whether knowledge is confined to **your** representatives or other persons who have care, custody and control of the **animal**.

- 5) a) In the event of an **incident** occurring which may give rise to a claim, **you** must, within 30 days of the **incident** advise **Stoneways**.
 b) **You** must arrange for satisfactory completion of a claim form and must supply any documentation to support a claim as **we** may require (under Sections A & B claims must be supported by a purchase receipt for the **animal**, showing date purchased, price paid and details of vendor; under Section C claims must be supported by a detailed invoice). Any costs incurred by **you** to provide this documentation shall be paid by **you**.
- 6) If at the time of any incident causing a claim under this policy there is any insurance covering the same loss, destruction, damage or liability, then **we** will not be liable for more than **our** share of the claim.
- 7) **Our** rights after a claim
We can:
 - a) take over, conduct, defend or settle any claim; and
 - b) take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.**We** will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** use, must co-operate with **us** on any matter which affects this insurance.
- 8) **Your** policy requires payment of the full premium if **you** make a claim. The full premium is that shown on **your** certificate for the **period of insurance**. If **you** are paying by direct debit or any other staged payment method or there is any premium due at the time of settlement of a claim, then the outstanding balance of the premium that **you** owe for the whole **period of insurance** will be deducted from **your** claim.
- 9) Fraudulent claims
 If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.
- 10) Cancellation
Your right to change **your** mind:
You may cancel this insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. This is known as the cooling off period. **You** will not be charged provided that no claim is or has been made.
 Cancellation after the cooling off period:
You may cancel this insurance after the cooling off period by giving **us** written notice. If **you** have not made any claim in the current **period of insurance**, **we** will work out the charge for the time **you** have been covered by **your** insurance (using **our** short rate scale) subject to **us** retaining the minimum premium which applies at the time.
We may cancel this insurance by sending 14 days' notice, to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**.

SHORT RATE SCALE

1 month - 20% of annual rate	6 months - 70% of annual rate
2 months - 30% of annual rate	7 months - 80% of annual rate
3 months - 40% of annual rate	8 months - 90% of annual rate
4 months - 50% of annual rate	9 months & over - 100% of annual rate
5 months - 60% of annual rate	

This scale shows the percentage of the annual premium **you** owe for the month(s) or part of a month on cover.

Sales Complaints

If **your** complaint relates to the way **your** insurance policy was sold to **you**, then please contact:

Stoneways Insurance Services Ltd., Muscott House, 6 Meadrow, Godalming, Surrey GU7 3HL.
 Telephone: 01483 426966 Email: insurance@stoneways.uk.com

Non-sales complaints

Allianz Insurance plc's aim is to get it right, first time, every time. If a mistake is made then Allianz Insurance plc will try to put it right promptly.

Firstly notify **Stoneways** of **your** complaint, **Stoneways** will then confirm to **you** the receipt of **your** complaint within five working days and do their best to resolve the problem within four weeks. If they cannot, **your** complaint will be referred to Allianz Insurance plc.

If Allianz Insurance plc have not sorted out the situation within eight weeks from receipt of **your** original complaint by **Stoneways**, **you** will be provided with information about the Financial Ombudsman Service:

- Please contact **Stoneways** at the above address.
- Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

Financial Services Compensation Scheme

Allianz Insurance plc is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if Allianz Insurance plc cannot meet their liabilities. The level of protection provided by the FSCS is 100% of the first £2,000 and 90% of the remainder. Further information about compensation scheme arrangements is available from the FSCS.

How we will use your data

Please be aware that telephone calls may be monitored and recorded.

- **Your** details will be stored on **our** computer system to administer **your** policy but will not be kept longer than necessary.
- **We** can only discuss **your** personal details with **you**. If **you** would like anyone else to act on **your** behalf please let **us** know.
- **We** may use **your** details to support the development of **our** business by including them in customer surveys.
- **We** may share **your** details with other insurance companies, directly or through a number of databases. This allows us to check information **you** give **us** and also helps **us** prevent fraud.
- **We** may pass **your** information to selected third party advisors or suppliers outside the Allianz group for the purpose of administering **your** claim.