

AGRIA 4 WEEKS FREE DOG AND CAT INSURANCE TERMS & CONDITIONS

POLICY WORDING CONTRACT OF INSURANCE

The Insurer will provide cover explained in each policy section for an illness, injury or loss happening within the 28 days of this policy. The cover is based on your financial loss, which is the amount of money the illness, injury, loss or theft has cost you. This policy wording and your Schedule of Insurance form your contract of insurance.

DEFINITIONS

28 days - 28 days from the time and date that we receive and process your data.

Behavioural disorder - changes to your pet's normal behaviour caused by a mental or emotional disorder.

Bilateral disorder(s) - any medical disorder that can affect parts of your pet's body that it has one of on each side of its body, including ears, eyes, knees, front and back legs and feet, cruciate ligaments, hips, shoulders and elbows.

Clinical sign(s) - changes to your pet's normal healthy state, physical appearance, its bodily functions or behaviour.

Illness/illnesses - changes to your pet's normal healthy state; sickness, disease, **bilateral disorders**, defects and abnormalities, including defects and abnormalities your pet was born with or were passed on by its parents.

Injury/injuries - physical damage or trauma caused suddenly by an accident.

Insurer(s) - Agria Försäkring, the UK branch of Försäkringsaktiebolaget Agria (publ.). Registered in Sweden. Company registration number 516401-8003. Registered office: Box 703 06, 10723 Stockholm, Sweden. Authorised and regulated by the Finansinspektionen (the Swedish Financial Supervisory Authority), and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us by request.

Policy - this policy wording and Schedule of Insurance.

Pre-existing illness or injury - an injury that happened, or an illness that first showed clinical signs before your pet's policy 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 sign your pet had before your policy started; or an injury or illness that is caused by, relates to, or results from, an injury, illness or clinical sign your pet had before your policy started, no matter where any of the injuries, illnesses or clinical signs are noticed or happen in, or on, your pet's body.

Schedule of Insurance - the document showing your details and your pet's details.

Treatment - examinations, consultations, advice, tests, diagnostic tests or scans, prescribed medication, surgery, hospitalisation, bandages, nursing and care provided by, or under the supervision of a vet.

Vet - a person registered with the Royal College of Veterinary Surgeons.

We/Us/Our - Agria Pet Insurance Limited acting as intermediary to the Insurer.

You/Your - the person(s) named in the Schedule of Insurance.

Your Pet(s) - the dog or cat specified in the Schedule of Insurance.

LAW APPLICABLE TO THIS POLICY

Your policy is governed by English Law unless you and we agree to use a different law.

RIGHTS OF THIRD PARTIES

You and we are the only parties to this insurance. No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance, but this does not affect any right of a third party which exists or is available apart from this Act.

SECTION 1. VETERINARY FEES

We will pay

The cost of treatment for an illness or injury your pet receives during the 28 days of this policy up to £1,500. Included in the £1,500 are the following:

- 50% of the cost of a clinical diet up to £250 for each separate illness or injury.
- Up to £250 towards the cost of 20 hydrotherapy sessions provided by a veterinary practice, a member of the Canine Hydrotherapy Association, a member of The Association of Chartered Physiotherapists in Animal Therapy, a member of The International Association of Animal Therapists or a member of The National Association of Registered Canine Hydrotherapists, physiotherapy, osteopathy, chiropractic therapy provided by a qualified animal physiotherapist, osteopath or chiropractor, herbal medicine prescribed by a vet and acupuncture carried out by a vet.
- Up to £250 towards the cost of treatment for a behavioural disorder carried out by a member of the Association of Pet Behaviour Counsellors, or the Canine and Feline Behaviour Association acting under the direction of a vet.

We will not pay

- The excesses specified in your Schedule of Insurance for each separate illness, injury or behavioural disorder your pet receives treatment for. The percentage excess will be calculated on the amount left after the fixed excess has been deducted.
- More than the amount specified in your Schedule of Insurance.
The cost of:
- Treatment for or resulting from a pre-existing illness or injury.

- Any treatment resulting from an illness that showed clinical signs within the first 14 days of the policy.
- Any treatment received after the 28 days covered by this policy.
- Preventative, elective and routine treatment, including vaccinations, worming, post mortems, grooming, de-matting, nail clipping, removal of undamaged dew claws, castration, spaying (including spaying to prevent false pregnancy), mammary tumours and vaginal prolapse, emptying anal glands when they are not infected, de-scaling and cleaning teeth, cosmetic dentistry, the removal of retained testes unless this policy was started before your pet was 16 weeks old, routine blood and urine tests.
- Heart screening, blood or urine tests before a general anaesthetic or sedation if your pet's age, medical history, or clinical signs immediately before this is carried out do not suggest it has an identifiable and significant risk from the general anaesthetic or sedation.
- Treatment for pregnancy, giving birth or nursing.
- Products for killing or controlling fleas, intestinal worms and products to kill or control skin mites unless there is evidence of a mite infestation on your pet.
- Clinical diets not recommended by a vet, not produced by a pet food manufacturer as a clinical diet food and clinical diets or medication to lose weight.
- The cost of any hydrotherapy session if it is performed to help your pet lose weight.
- Pheromone products, including pheromone diffusers.
- Treatment for a dental illness, under/overshot jaws, crowns and root canal procedures.
- Organ transplants, artificial legs, feet, bones and joints except elbows and hips. Stem cell therapy, Platelet Rich Plasma therapies, homeopathic medicine and experimental treatment.
- House calls unless moving your pet would seriously endanger its health and house calls as a result of your pet's weight or your personal circumstances.
- Bathing your pet, other than bathing with a medicated product that should only be administered by a vet or a member of a veterinary practice.
- The cost of any additional treatment required because you are unable to administer medication due to your pet's behaviour or your personal circumstances.
- The cost of your pet to stay at a veterinary practice, unless its treatment can only be given at a veterinary practice.
- The cost to transport your pet to a veterinary practice, between veterinary practices or move your pet within a veterinary practice.
- Euthanasia of your pet if a vet can treat it and it is humane to keep it alive or if it is put to sleep due to aggression, unless this resulted from an illness or injury.
- Administration fees to fill in a claim form, refer your pet, admit your pet, import medication, obtain an urgent laboratory test for a non-life threatening illness and any costs for postage, packaging, couriers, housing, cages and bedding.
- Out of hours fees unless an illness or injury happens or shows the first clinical signs or significantly deteriorates, after 6pm and before 8am, during a weekend or during a bank holiday.
- The cost of fitting your pet into the working schedule of a veterinary practice.
- Behavioural disorders that you can prevent by normal training and socialisation and any costs for training classes, residential training and residential behavioural therapy.
- Any charges in respect of disposal, cremation or burial of your pet.
- Collars used to restrict your pet's access to its body, or surgical T-shirts and protective boots, unless they are used to directly cover a wound.
- Any costs for or relating to the production of a 3D printed model which is used for the planning of your pet's surgery.
- Any claim that has been caused by your pet not being on a short lead while near livestock of any kind, including horses, whether kept for leisure or working purposes.

SECTION 2. ADVERTISING AND REWARD

We will pay

If your pet is lost or goes missing within the 28 days of this policy we will pay up to £1,000 towards the cost of advertising to recover your pet. Included in the £1,000 is up to £250 for the reward you have advertised and paid.

We will not pay

- Any reward paid to a person living with you, any member of your family, a person employed by you or a person looking after your pet at the time it was lost or stolen.
- Any amount if you do not notify the appropriate local authority, your vet, other local vets and animal rescue centres and the Police if your pet is stolen.
- Any amount if you do not report your dog missing to the local dog warden.
- Any amount for a reward if you do not have a receipt showing the full name and address of the person who found your pet.
- Any amount if your pet is taken by someone to obtain a ransom payment from you.
- Any amount if you employ a company or organisation to search for your pet, report your pet missing, provide a contact point or provide their branded advertising material for you.
- Any amount if your pet is a dog and you cannot provide us with your dog's microchip number.

HOW TO CLAIM

You can download a claim form via our website at www.agriapet.co.uk, email us at aplclaims@agriapet.co.uk or call 03330 30 83 99 and tell us your policy number and the type of claim you want to make and we will send you a claim form.

For the different types of claim you will need to send us the following with your claim form:

Veterinary fees - an itemised receipt or invoice for the treatment your pet has received and a clinical history.

Advertising and reward - receipts for advertisements, a copy of the advertisements, details of all vets and authorities the loss was reported to, a receipt including the full name and address of the person you paid a reward to and an explanation of where and how your pet was found.

Send your completed claim form and supporting documents to: Agria Four Weeks Free, PO Box 506, Manchester, M28 8EN.

TERRITORIAL LIMITS

The policy is valid in the United Kingdom, the Channel Islands and the Isle of Man.

GENERAL EXCLUSIONS

We will not pay for claims resulting directly or indirectly from:

- If your pet is less than eight weeks old, or if your pet is aged five years or older at the start of this policy.
- Your pet if you do not own it, if you are the breeder of your pet, or if you live with the breeder of your pet.
- Anything that happens outside the Territorial Limits.
- War, invasion, riot, revolution or similar event.
- Terrorism, meaning the use or threat of force or violence by any person or group acting alone, for, or in connection with any organisation or government carried out for political, religious, ideological or similar reasons including the intention to influence any government and/or to put the public in fear.
- Nuclear fuel, nuclear waste or radiation.
- Your pet being put to sleep by order of a Government, Regional Authority, Local Authority or any organisation or person having the authority.
- Any deliberate injury to your pet by anyone or anything caused by gross negligence.
- Your profession, your occupation, any business and any racing.
- Infringement of United Kingdom, the Channel Islands and the Isle of Man animal health and importation legislation.
- Anything that results from an illness your pet should be vaccinated against, a pre-existing illness or injury or anything that results from rabies.
- If you have already received cover under another of the Insurer's free policies, for the same pet.
- Breeds We Do Not Cover:
Dogs: African Boerboel, Alapaha Blue Blood Bulldog, American Bull Terrier, American Bulldog, American Bully, American Pitbull Terrier, Bully Kutta, Cane Corso, Caucasian Shepherd, Czechoslovakian Wolfdog, Dogo Argentino, Fila Brasileiro, Japanese Tosa, Perro De Presa Canario (Canary Dog), Saarloos Wolfdog, Thai Ridgeback, any wolf hybrid and any cross with the above breeds.
Cats: Lykoi, Munchkin, any first or second filial (F1 or F2) generation cat (except for the F1 Safari Cat), any breed of wild cat and any cross with the above breeds.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of your policy. If you do not comply, we may decide to cancel the policy, refuse to deal with your claims or reduce the amount of any claim payment.

- If your pet is a dog it must be under the protection of a primary vaccination for distemper, hepatitis, leptospirosis and parvovirus at the age of 10 weeks and must have received both the primary and secondary vaccinations by the age of 12 weeks. Or, you must have your dog vaccinated within a week of you owning your dog.

If your pet is a cat it must be under the protection of a primary vaccination for feline infectious enteritis, feline herpes virus, feline calicivirus and, if at risk, feline leukaemia virus at the age of 10 weeks and must have received both the primary and secondary vaccinations by the age of 14 weeks. Or, you must have your cat vaccinated within a week of you owning your cat.

Your pet must receive any subsequent boosters in accordance with the manufacturer's guidelines (thereby remaining protected). If your pet is not vaccinated within these timescales, we will not help you with any costs that result from an illness you must vaccinate against. A vet must supervise all vaccinations. Homeopathic nosodes are not acceptable as vaccines.

- You must take all reasonable precautions to prevent illness, injury loss and theft.
- You agree that your current or previous vet can release information or records about your pet. If the vet charges you for this information you will have to pay.
- You agree that we can contact the breeder of your pet and that they can release information or records about your pet.
- You are aged 18 or over, live in the United Kingdom, the Channel Islands or the Isle of Man, are the owner of your pet and it lives with you.
- If you take out one of our annual policies during the 28 days of this free insurance you accept that this insurance stops at the time and date the annual policy starts.
- You may cancel this policy at any time by emailing us at info@agriapet.co.uk, by telephoning us on 03330 30 83 98, or by writing to us at:

- Agria Four Weeks Free, PO Box 506, Manchester, M28 8EN.
- If there is any disagreement between **your vet** and **our vet**, an independent **vet, you and we** agree on, will be appointed to arbitrate.
 - If **you** are covered by any other insurance, **you** cannot claim under this **policy** until **you** have used all the cover available under the other insurance.
 - You** must submit **your** claim within three months of the expiry of **your policy**. If **you** do not submit **your** claim to **us** within this time frame **we** will not deal with **your** claim.
 - We** can take over and exercise any rights in **your** name against anyone to recover any claim payment.
 - You** agree to give any reasonable information **we** need to investigate or verify a claim.
 - You** must not make a claim that involves **your** dishonesty or that is false, fraudulent or exaggerated; make a statement or submit a document in support of a claim that is false or incorrect or make a claim for any loss or **injury** **you** cause deliberately, allow or are involved in.
 - If **we** suspect or it is proven that a claim involves **your** fraud or dishonesty **we** are entitled to recover from **you** the amount of any claims already paid, tell the Police and any other appropriate authorities, cancel all **your** policies and refuse to offer **you** insurance again.
 - We** do not tolerate any abusive, aggressive or inappropriate behaviour towards **our** staff and if **you** act in such a way **we** may cancel **your policy**.

HOW TO COMPLAIN

We take complaints seriously and want to hear from **you** if **you** are not completely happy with the service **you** have been provided with so **we** can try to address **your** concerns. If **you** wish to make a complaint, please contact **us** by telephone, in the first instance, so **we** can try and resolve **your** issue. Detailed below are all the methods that **you** can use to contact **us**:

Telephone: Customer Service 03330 30 83 98
Claims 03330 30 83 99

Email **us** at: info@agriapet.co.uk

Post: Complaints, Agria Pet Insurance,
PO Box 506, Manchester, M28 8EN.

If **your** complaint cannot be resolved within three working days **we** will:

- Acknowledge **your** complaint promptly by email or post as possible
- Investigate **your** complaint thoroughly and as quickly as possible
- Keep **you** informed of the progress of **your** complaint within four weeks of receiving it, if it has not already been resolved
- Provide **you** with a final response letter confirming **our** investigation and conclusion in no later than eight weeks of receiving **your** complaint.

If **you** remain dissatisfied **you** have the right to refer **your** complaint to the Financial Ombudsman Service, free of charge - but **you** must do so within six months of the date of **our** final response letter. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. They can be contacted at:

Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone: 0300 123 9 123 or 0800 0234 567

Email to: complaint.info@financial-ombudsman.org.uk

Referral to the Financial Ombudsman does not affect **your** right to take legal action against Agria Försäkring.

REGULATORY INFORMATION

Agria Pet Insurance Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register number 496160. Agria Pet Insurance Limited is registered and incorporated in England and Wales with registered number 4258783. Registered office: First Floor, Blue Leanie, Walton Street, Aylesbury, Buckinghamshire, HP21 7QW.

Agria Pet Insurance Försäkringsaktiebolaget Agria (publ.) are regulated by the Jersey Financial Services Commission (JFSC).

This information can be checked on the Financial Conduct Authority's website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Försäkringsaktiebolaget Agria (publ.) is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event **you** may be entitled to compensation from the scheme:

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

AGRIA PRIVACY NOTICE

This notice sets out how we, Agria Pet Insurance Ltd will use your personal data so we are transparent with you and you feel that you are in control of your information. Please read this with care as by using our services you agree to this privacy notice. If we need to make specific changes to the privacy notice, we will notify you as and when is necessary to ensure that you are kept informed.

Who are we?

Agria Pet Insurance Limited (registered office: First Floor, The Blue Leanie, Walton Street, Aylesbury, HP21 7QW)
Agria Försäkring

Other Agria trading names in the UK:

- The Kennel Club Pet Insurance
- The Governing Council Of The Cat Fancy (GCCF) Insurance

- Vet UK Pet Insurance
- BASC Dog Insurance

The data controllers under The General Data Protection Regulation (GDPR) and any other relevant data protection legislation are Agria Pet Insurance and Agria Försäkring. The Data Protection Officer for Agria has high level responsibility for monitoring compliance with all relevant data protection regulation including the use and processing of your personal information. They are also the lead contact for the main data protection regulator The Information Commissioners Office (ICO) with regard to potential complaints or breaches of the regulations by Agria.

What information do we hold?

The personal data that we hold on you includes:

- Your title
- Your first name and surname
- Your date of birth
- Your current address and any other address provided to us by you
- Your telephone numbers
- Email address
- Bank details (if necessary)
- Your pet's information
- Claim information
- IP addresses
- Your vet practice details

Why we gather the information that we obtain

Our basis for collecting and processing the personal data obtained from you will only be used for the following reasons:

- The data is necessary for the performance of a pet insurance quote that you have requested.
- The data is necessary for the performance of a contract of insurance to which you are party to and have taken steps in entering this contract e.g. setting up or agreeing to be set up with a pet insurance policy via our websites, over the phone or through a third party such as your pet's vet, breeder or rehoming organisation.
- You have provided your explicit consent to allow us to process your personal data for any other specific reasons.
- We will process your data and contact you on the basis of legitimate interests in regards to any products or services offered or taken out with us for a period no longer than 5 years after the lapse or cancellation of the service.

How do we use your information?

We will use your information for the following reasons:

- Setting up your insurance policy.
- Servicing and managing your insurance policy.
- Processing your claims.
- Contacting you with regard to your insurance policy.
- Marketing purposes to contact you in regards to Agria products, offers and services that may interest you or specific profiling to ensure we are contacting you appropriately in connection with your insurance policy.
- Recording and monitoring phone calls for training, complaints and/or to help us in preventing fraud and financial crime.

International transfers of data

We will only provide your information outside of the UK if it's necessary for the following reasons:

- To be able to process your claim, for example, if you are using a vet practice based outside of the UK.

Who we might share your information with and for what purpose

- Regulatory bodies when it is necessary to do so to ensure compliance with relevant legislation or an enforceable government or police request. We may also share your data with fraud prevention databases or companies when helping to prevent fraud and financial crime.
- With your vet, breeder or rehoming organisation with regard to whether you have converted your free policy to a full policy with us.
- Your Vet practice, we may provide your vet with information for the one or several of the reasons set out below:
 - To discuss any claims that you have or are potentially going to submit.
 - To discuss a product or service offered to you by your vet in connection with Agria in regards to the health of your pet.
 - When a vet or complementary therapist who has, or is about to treat your pet contacts us about your policy, in order for them to continue to treat your pet, we may advise them:
 - If you have a current policy
 - The start and renewal date of your policy
 - What your policy covers or doesn't cover
 - Your fixed excess and percentage excess amounts
 - Information about how any outstanding premium payments could affect a claim payment.

All individuals have rights under data protection legislation which are listed below. Agria have measures and processes in place in order to deal with any requests made when exercising these rights.

- Your right to access the personal data we hold on you

You can request all data we hold on you. You have the right to contact us to request this using one of the contact method stated below. We will review this and provide you with this information at the earliest opportunity and at least within 30 days from receipt of your request.

- The right to rectification if your personal data is inaccurate or incomplete.

We strive to ensure that we have the most accurate

and up to date data, however, please advise us as soon as possible, if any of the information we hold on you is inaccurate and we will rectify it.

- The right to request that your personal data is removed or deleted where there is no legal basis or compelling reason for this data to be processed any longer
- The right to restrict the processing of your data
- You have the right to request that the processing of your data is restricted in circumstances such as when you contest the accuracy of the data or when the processing is unlawful
- The right to obtain and reuse your personal data for your own purposes across different services or organisations if this is technically viable
- The right to object to the processing of your personal data if you do not want it processed for the purposes of direct marketing or if the data is not being processed with the legal basis of legitimate interests
- The right to withdraw your consent that you provided to us at any time. If you have provided us with your explicit consent to process your data, you can withdraw this at any time

(Please note that if you withdraw your consent from us to process your data, we will be unable to service any part of your insurance policy which will include any claims or complaints, therefore this will mean cancellation of your policy)

- The right to lodge a complaint about the processing of your personal data with a Supervisory Authority

The relevant Supervisory Authority is The Information Commissioners Office (ICO), please visit their website which advises you of the best method to contact them, www.ico.org.uk

Contact us

To exercise any of your rights mentioned above or with any specific queries on the personal data we hold on you, please contact us by post or email on the below details:

The Data Protection Officer

Agria Pet Insurance, PO Box 506, Manchester, M28 8EN.

Email: info@agriapet.co.uk

How long do we keep your information for?

We will not keep any personal data longer than necessary for the purposes that we are processing it. We will have certain periods of retention for some personal data for example:

We retain Claims information for 6 years. This is in case we need to review any queries in regards to claims in the future or once a policy has been cancelled.

Security

We are committed to protecting your privacy and take our responsibilities regarding security of personal data very seriously. As your details are sent to us they are encrypted using a system called Secure Socket Layer (SSL 128bit). You will see a padlock symbol at the bottom of all pages on our website to confirm this. SSL serves three purposes:

- It prevents impersonation so you can be certain you are dealing with us (click on the padlock to view our Registration Certificate).
- It encrypts data so that others cannot read it.
- It prevents others changing data that is being sent.

In addition, your data is stored behind a firewall on our internal systems; this prevents unauthorised people from gaining access to it.

Access to our internal systems is restricted to Agria staff via a regularly changing and complex username & password convention. Our data centre is protected by suitably configured firewalls - this means that data is not exposed to the public thereby protecting the data from theft and subsequent loss.

The data is backed up and held in a secure manner whilst ensuring that the data is easily accessible by the customer for access purposes if required.