



PEX

POLICY EXCESS INSURANCE

PET HEALTH POLICY DOCUMENT



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Introduction

The Insurer

Your Policy is arranged by Policy Excess Insure Ltd trading as Nova Direct (Financial Services Register No. 836031), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between You and the Insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

Policy Excess Insure Ltd trading as Nova Direct are authorised by Bastion Insurance Company Limited to handle all Claims under this insurance Policy.

Cancellation

In line with Our statutory obligations You may cancel this insurance policy within 14 days of receiving it. Should You choose to cancel Your Policy within 14 days of renewal You may be charged a fee, please see www.nova-direct.com/fees-and-charges for full details. Providing no claims have been made against the Policy then a refund of your premium will be issued. Full details of the process and timeframes are offered when requesting a cancellation at www.nova-direct.com/customer-service. Should You choose to cancel Your policy after the 14-day cooling off period We will not make a refund. To cancel Your insurance policy, please use our Customer Service portal, <https://www.nova-direct.com/customer-service/>.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening, abusive, racist or xenophobic behaviour towards staff or employees,
- Non-compliance with Policy terms and conditions,
- Failure to reveal or hide facts which may influence our acceptance of Your Policy and/or Claim,
- Deliberately misrepresent facts to us, be deliberately dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence our acceptance of Your Policy and/or Claim.

Eligibility for cover

To be eligible for our Pet Insurance Policy you must:

- Own Your Pet and can provide proof of ownership.
- Be registered to a veterinary surgeon in the United Kingdom.
- Take reasonable steps to maintain the health of Your Pet, and prevent it from Accident, Injury or Illness. This includes ensuring that Your Pet undertakes yearly dental and medical examinations, and that any recommended treatment is undertaken immediately following diagnosis, and that Your pet is vaccinated.
- Be a permanent resident of the United Kingdom.
- Have paid Your Insurance Premiums in full prior to the claim commencing.

Claims Limit

You may make unlimited claims up to the value of your Indemnity Limit, per policy period.

Indemnity Limit

Our liability in any one policy period, under this section, will be limited to the amount listed on your Insurance Schedule before the deduction of any Excess, if applicable.

Definitions

Any word defined below will have the same meaning wherever it appears in this policy.

‘Accident’ an event that happens completely by chance with no planning or deliberate intent.

‘Bilateral Condition’ any Condition affecting body parts of which Your Pet has two, one each side of the body such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae. Note: when applying a benefit or exclusion Bilateral Conditions are considered as one Condition.

‘Clinical Signs’ changes in Your Pet's normal healthy state, condition, appearance, its bodily functions or behaviour.

‘Complementary Treatment’ acupuncture, homeopathic or herbal medicines, hydrotherapy, laser treatment, physiotherapy or ultrasound.

‘Condition’ all Clinical Signs of Injury or Illness resulting in the same diagnosis regardless of the number of incidents or the areas of the body affected.

‘Dog’ or ‘Pet’ the Pet identified as insured in Your policy schedule.

‘Excess’ the amount You must pay towards each and every claim; this amount is deducted from the maximum level of cover. An Excess is applicable to each Injury, Illness or Condition receiving Treatment which is not related to any other Injury, Illness or Condition receiving Treatment. An Excess is payable for each 12 month period during which Treatment is received.

‘Family’ husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grandchildren.

‘Illness’ physical disease, sickness, infection or failure which is not caused by Injury.

‘Injury’ ‘Injured’ physical damage or trauma caused by an Accident.

‘Lifetime Cover’ cover for Treatment of any Injury, Illness or Condition renewed each Policy Term.

‘Material Fact’ - any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review.

‘Our Consultant Vet’ the Vet with whom We consult to review Your Pet’s clinical history and Treatment.

‘Policy Term’ Yearly - runs for 365 days from the commencement date/time shown on Your policy schedule; automatically renews annually. Lunar Monthly - runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

Calendar Monthly - runs for and premiums are collected each calendar month; automatically renews every calendar month. Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:-

- (a) the date Your Pet dies;
- (b) the expiry of the current period of insurance (i) if You fail to renew Your policy or (ii) if We choose not to renew Your policy for whatever reason;
- (c) the date You fail to pay Your premium;
- (d) the date You cancel Your policy;
- (e) the date We cancel Your policy for whatever reason.

‘Stolen’ or ‘Theft’ the unlawful taking of Your Pet against Your will by another party,

‘Treatment’ any advice, consultation, examination, medication, nursing care, surgery, tests, provided by a veterinary practice or qualified practitioner recommended by Your Vet.

‘Vet’ veterinary surgeon registered with the Royal College of Veterinary Surgeons

'Vet's Fees' the customary and essential amount typically charged by Your Vet or a qualified practitioner (who is a member of a recognised association) recommended by Your Vet for Treatment or Complementary Treatment of an Injury, Illness or Condition.

'We' 'Our' 'Us' Policy Excess Insure Ltd. T/A Nova Direct.

'You' 'Your' 'Yours' the policyholder or any person to whom this insurance applies.

Cover

Cover is provided to your Pet for Accident and Injury Only Cover; or Accident, Injury and Illness Cover as shown in Your Policy Schedule. Cover is provided for:

- Vet Fees,
- Death of Pet,
- Boarding Kennel,
- Holiday Cancellation,
- Advertising,
- Accidental Damage,

which is caused as a result of an Accident or Injury; or Accident, Injury or Illness as shown in Your Policy Schedule.

Vet Fees

Lifetime Cover

We will reimburse You up to the amount shown in Your Policy Schedule for Treatment, subject to the deduction of Your Excess as shown on Your Policy Schedule. Cover renews each Policy Term subject to the relevant premiums having been received by Us.

Conditions

1. When Your Pet is Injured or is first displaying Clinical Signs of an Illness or Condition You must immediately, or within no later than 12 hours, have a Vet fully treat and remedy Your Pet's illness, at Your own expense. You must provide a report from the attending Vet about the condition of Your Pet. You must adhere to every reasonable instruction We issue. If You fail to follow this time scale the claims paid amount will be reduced by 50%.

2. Where We consider that the

- (i) Vet's Fees appear greater than standard fees charged by an attending/referral practice and/or
- (ii) Treatment may not have been required or may have been excessive,

we reserve the right to obtain a second opinion from Our own Consultant Vet. Where there is a dispute We will pay only those Vet's Fees deemed reasonable and essential by Our Consultant Vet.

Note: we cannot accept liability for any Vet's fees claim until a fully completed claims form, detailed veterinary account and full medical history is received. If You are unable to provide a full medical history, including vaccination card, the claims paid amount will be reduced by 25%.

Limitations

1. We will contribute 30p per cat and 60p per dog (up to the combined indemnity limit shown in Your policy schedule) to assist towards the cost difference per meal between Your Pet's normal diet and any special diet prescribed by, and only available from, Your Vet as part of the Treatment to dissolve bladder stones or crystals in urine up to a maximum of £100 per Condition. You are obligated to evidence the cost between Your Pets normal diet and the prescribed diet.
2. We will contribute up to £90 for house calls/out of hours calls only if Your Vet confirms in writing and subject to the provision of a full veterinarian account, that Your Pet was suffering from a life-endangering Injury, Illness or Condition.
3. We will contribute up to £40 towards hospitalisation fees. Whilst in hospital we will not be responsible for the cost of Your Pet's bedding and food.
4. We will contribute up to £20 per occasion towards the cost of interpretation fees if required.
5. We will contribute up to £45 for the costs of consultation fees for each separate visit to/by the Vet which are as a result of the Accident, Injury, or Illness claimed against, as shown on Your Policy Schedule.
6. We will contribute up to £50 toward the cost of medicating Your Pet during the course of it's veterinarian treatment as a result of the Accident, Injury, or Illness claimed against, as shown on Your Policy Schedule.

Exclusions

1. Costs over the Indemnity Limited shown in Your Policy Schedule.
2. Costs arising from any Injury, Illness or Condition which:
 - a. first showed Clinical Signs, happened or existed before the commencement date/time shown on Your policy schedule or,
 - b. is the same as or has the same diagnosis as or is caused by, related to or results from an Injury, Illness, Condition or Clinical Signs displayed before the commencement date/time shown on Your policy schedule.
3. Costs for any condition caused as a result of an Accident, Injury or Illness which displayed Clinical Signs within 14 days of the commencement date/time shown on Your policy schedule.
4. Any Injury, Illness or Condition that is excluded from cover as detailed on Your policy schedule or notified separately by letter or email.
5. Costs resulting from and relating to umbilical hernias.
6. Costs resulting from Your Pet being overweight or prescription diets.
7. Costs for cosmetic Treatment, routine Treatment or preventative Treatment recommended by Your Vet to prevent an Injury, Illness or Condition including but not limited to, trimming, scaling, polishing teeth and the removal of deciduous teeth, vaccinations, spaying, castration, removal of retained testicles, de-matting, grooming or nail clipping, flea control, breeding and any claims arising as a result of these procedures.
8. Costs as a result of tooth or gum disease.
9. Costs arising from Your Pet being pregnant, or in relation to giving birth including false pregnancies.
10. Costs arising from vicious tendencies or behavioural problems shown by Your Pet or as a result of worrying livestock.
11. Costs of putting Your Pet to sleep, cremation and disposal.
12. Costs incurred, Treatment received or prescribed for use after the Policy Term lapses or We stop receiving Your premium.
13. Costs not supported by a receipt/invoice showing full details of the costs incurred.
14. Costs incurred in undergoing diagnostic tests such as Xrays and MRIs.
15. Costs incurred by the attending and/or referral Vet including but not limited to the prescription of medication not dispensed by the Vet, administration fees, dispensing fees, clinical waste fees, handling fees and postage and packaging.
16. Costs of an Injury, Illness or Condition occurring or Treatment received outside of the UK.
17. Cost of buying or hiring equipment (including baskets, cages, bedding or litter).
18. Any fees for surgical equipment that can be used more than once.
19. Costs relating to prosthetic limbs and the fitting of prosthetic limbs except hip and/or elbow replacements.
20. Costs of Your Pet undergoing organ transplants.
21. Costs for Complementary Treatment.

Death of Pet

Cover

If Your Pet dies or is put to sleep by a Vet during the Policy Term, We will pay You the price You paid for Your Pet less:

- 50% for pets aged 6 years or more; or
- 25% for neutered pets up to the age of 6 years,

up to the maximum combined Indemnity Limit shown in Your policy schedule; subject to cover being in force and the relevant premiums having been received by Us, subject to the deduction of Your Excess as shown on Your Policy Schedule. You are responsible to provide Us with proof of the original payment amount You paid for Your Pet at point of purchase.

We can only offer a settlement for a pedigree pet if You send Us a recognised club registration document, pedigree certificate and purchase receipt. (You must pay for these). If You are unable to provide a purchase receipt, You will receive a payment of £40 for cats and £75 for dogs.

Conditions

1. When Your Pet dies, You must arrange and pay for a Vet to certify the cause of death. The Vet must make a post-mortem examination at Your expense if the cause of death is unknown.

Exclusions

1. Death if Your Pet dies or is put to sleep by a Vet more than 365 days after any Injury, Illness or Condition first showed Clinical Signs.
2. Death following an Injury, Illness or Condition which:
 - a. first showed Clinical Signs, happened or existed before the commencement date/time shown on Your policy schedule, or
 - b. is the same as or has the same diagnosis as or is caused by, related to or results from an Injury, Illness, Condition or Clinical Signs displayed before the commencement date/time shown on Your policy schedule.
3. Death following any Illness or Condition displaying Clinical Signs within 14 days of the commencement date/time shown on Your policy schedule.

4. Death occurring after the Policy Term lapses or We stop receiving Your premium.
5. Death following Injury, Illness or Condition that is excluded from cover as detailed on Your policy schedule or notified separately by letter or email.
6. Death resulting from and relating to umbilical hernias.
7. Death resulting from Your Pet being overweight.
8. Death due to Illness of any Pet aged 8 years or over as at the commencement or review date shown on Your policy schedule.
9. Putting Your Pet to sleep
 - (i) for financial reasons
 - (ii) because of vicious tendencies or behavioural problems
 - (iii) due to law, regulation, a government department, a public authority or similar, or order related to a notifiable disease.
10. Death following a surgical operation or general anaesthetic for cosmetic Treatment, routine Treatment or preventative Treatment. recommended by Your Vet to prevent an Injury, Illness or Condition including but not limited to, trimming, scaling, polishing teeth and the removal of deciduous teeth, vaccinations, spaying, castration, removal of retained testicles, dematting, grooming or nail clipping, killing and controlling fleas, breeding and any claims arising as a result of these procedures.
11. Death following Your Pet being pregnant or giving birth including false pregnancies.
12. Death arising from vicious tendencies or behavioural problems shown by Your Pet or as a result of worrying livestock.
13. Costs of putting Your Pet to sleep, cremation and disposal.
14. Death occurring outside of the UK.
15. Death caused as a result of Your Pet undergoing organ transplants.

Boarding Kennel

Cover

We pay the cost of boarding Your Pet (up to the maximum shown in Your policy schedule) for the duration that You are a registered inpatient of a hospital, for a minimum of 3 days as a result of any bodily injury, sickness or disease and where there is no other responsible person who can care for Your Pet.

Conditions

1. You must provide Us with a receipt from the boarding establishment detailing the owner's name and address, the name of Your Pet, the dates Your Pet was cared for and the daily/total charges.
2. You must also provide Us with a medical or discharge certificate from the hospital.
3. You must provide Us with a full veterinarian account of why boarding was required.

Exclusions

Any claims for:

- a. pregnancy,
- b. any hospital Treatment that was expected or probable when You commenced or renewed this Insurance,
- c. any injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on Your policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness, condition or clinical signs displayed before the commencement date/time shown on Your policy schedule.

Holiday Cancellation

Cover

If You have to cancel or curtail Your holiday because Your Pet needs emergency life-saving surgery as a result of an Accident, Injury or Illness which displayed Clinical Signs no less than 14 days of Your actual or proposed departure date, We pay any costs not covered by Your Travel Insurers (up to the maximum shown in Your policy schedule).

Conditions

1. You will need to obtain (at Your own cost) receipts from the travel company, tour operator or other similar party for the expenses that are being claimed, clearly showing dates and the charges You have incurred.
2. You must hold valid Travel Insurance covering Your holiday.

Exclusions

1. Costs arising from any Injury, Illness or Condition which:
 - a. first showed Clinical Signs, happened or existed before the commencement date/time shown on Your policy schedule, or

- b. is the same as or has the same diagnosis as or is caused by, related to or results from an Injury, Illness, Condition or Clinical Signs displayed before the commencement date/time shown on Your policy schedule.
2. Surgery for non-life-saving operations.
3. Claims where you do not hold valid Travel Insurance covering Your holiday.
4. Expenses that can be claimed from any other source.

Advertising

Cover

We pay up to £75 for the cost of advertising for the return of Your Pet in the event that Your Pet is lost or stolen.

Conditions

1. You must report the loss of Your Pet to the Police and local animal welfare centres immediately upon discovery.

Accidental Damage

We will cover You up to £250 for Accidental Damage to personal property that is not owned by You, a member of Your Family, a relative, employee, guest or other person who is responsible for or in control of Your Pet. You are covered whilst the Pet is visiting someone else's property, whether or not You are legally liable for the damage. You must give Us evidence of the loss. The damaged item must not be disposed of without Our written consent.

Exclusions

1. Damage to any motor vehicle or its contents.
2. Damage caused by Your Pet vomiting, defecating (fouling) or urinating.
3. Damage occurring whilst Your Pet is left unattended.
4. Damage which could otherwise be claimed against the Household Insurance.
5. Third Party Injuries.

Territorial Limits

No cover is provided for claims as a direct result of You travelling to a country where the Foreign and Commonwealth Office (FCO) have advised against all (but essential) travel. Please check the FCO travel advice line at www.fco.gov.uk.

Exclusions

This policy does not cover the following:

1. Any losses which are not expressly covered by the terms and conditions of this policy.
2. Any claim which is the result of Your breaking the UK regulations on animal health and importing animals.
3. Any claim as a result of any sexually transmitted disease, rabies, Aujesky's disease, leishmaniasis, epidemic outbreaks whether vaccinated against or not, or any notifiable disease.
4. The policy does not cover using Your Pet in any trade, profession or business, unless We have agreed in writing to cover this.
5. We will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
 - a. You or someone acting on Your behalf; or
 - b. someone caring for or in control of Your Pet; or
 - c. one of Your Family, relations, agents, employees, licensees, paying guest, someone living with You or any other person in a contractual relationship with You.
6. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
7. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war was declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
8. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
9. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
10. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.

11. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
 - a. Influenza, notifiable disease, virus, bacteria or contagion, or any derivation or variant thereof;
 - b. arising from any fear or threat (whether actual or perceived) of such Influenza, notifiable disease, virus, bacteria or contagion;
 - c. any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza, notifiable disease, virus, bacteria or contagion.If We allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
12. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through or in consequence of or contributed to by:
 - a. arising from any fear or threat (whether actual or perceived) of an epidemic and/or pandemic;
 - b. any action taking in controlling, preventing, suppressing or in any way relating to an epidemic and/or pandemic.If We allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.
13. We do not cover any claim that results from a disease transmitted from animals to humans.
14. We do not cover any claim for third party injuries.

Policy Conditions

1. You must always take reasonable steps to prevent Accidents, Injury, Illness, loss and damage and to minimise any claims under this policy. You must have Your Pet wormed regularly and protect it from infections or contagious disease by keeping it isolated. You must also have Your Pet vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis and cat flu for cats.
2. Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
3. You must co-operate fully and truthfully to give Us any information We may need.
4. Your Pet must be owned by You, the named insured shown on Your policy documents. The policy will cease immediately if You no longer own the Pet; Your Pet must either wear a collar and ID tag at all times or be microchipped.
5. If Your Pet has suffered from an Injury, Illness or Condition that has not been disclosed to Us at the commencement or review of the policy, We may place an exclusion retrospectively to the date of inception or review.
6. Where You maliciously and/or recklessly fail to disclose a Material Fact at policy inception, review or when making a claim We may (i) reject Your claim (ii) endorse Your policy (iii) void Your policy and/or (iv) retain Your premium.
7. You must observe and fulfil all the terms, conditions and endorsements of the policy otherwise We may not be liable under the policy.
8. You must notify Us immediately of any change in circumstances relevant to this policy, including change of address. Failure to do so will result in the claims paid amount being reduced by 35%. We reserve the right to alter the terms of Your policy immediately after We are notified of such changes.
9. When We invite You to renew Your policy We may, at Our discretion alter premiums, cover, terms and conditions as We deem necessary for any reason including such factors as Your Pet's age or medical history.
10. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) We will not be liable for the whole claim. We will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
11. We are liable only if We have received the correct premium before the start of each Policy Term or within the credit period if We have allowed one to a broker or intermediary.
12. We will deduct any amount due to Us from any claim settlement.
13. If You submit a claim relating to a previous Policy Term, We may backdate any exclusion to the start of the relevant Policy Term.
14. If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration adds to Your legal rights and does not replace them.

Claims Process

On discovering any event giving rise or likely to give rise to a claim under the policy, You must immediately, and no later than 48 hours, notify and give full details to the Claims Administrator:

Policy Excess Insure Ltd
3 Redwing Court
Romford

Essex
RM3 8QQ
claims@pexinsure.com

by completing and returning a claim form. It is Your responsibility to ensure that all the information submitted is correct. We cannot make any decision regarding Your claim without a claim form. The quickest and easiest way to obtain a claim form is on Our website. Log on to www.nova-direct.com.

If You need any assistance with any aspect of Your claim please email Us at customer.service@nova-direct.com. Once We have received Your claim form We will send an acknowledgement of receipt. We will then only contact You again if We require any further information to process Your claim; We ask that You cooperate fully and truthfully to give Us any information We may need. Once the claim has been completed We will notify You of Our decision. If You have not had any contact from Us within 5 working days of sending the claim form please contact Us by email at claims@pexinsure.com.

If You wish to appeal against a decision made regarding Your claim (including the assessment or the outcome), please write to the Claims Manager. If You wish to submit a formal complaint, please refer to Our Complaint Handling Procedure.

Claims Conditions

1. The attending and/or referral Vet and all previous Vets must provide Us with any information requested; You must pay for any costs incurred. If We ask You to take Your Pet to a Vet of Our choice, You must do so.
2. Once We are notified of a claim, We can disclose information about Your policy to any Vet involved in the Treatment of Your Pet. We may also disclose information about Your policy with other insurers where necessary.
3. This is a Policy of Indemnity; We are not liable to pay any Vet's Fees claim until the Treatment for the Injury, Illness or Condition is completed; We may choose to offer an interim payment at Our own discretion.
4. If any information is provided in a foreign language You will be responsible for any costs involved in translating the information provided.
5. Your Pet must have a general health check and subsequent Treatment recommended by the Vet every 12 months. If You do not have a general health check which could have detected an Injury, Illness or Condition earlier it will invalidate any claim. Any general health check will be at Your own cost.
6. Your Dog must be kept in a secure area; any fences, gates and enclosures must be capable of restraining Your Dog and must be kept closed and locked at all times. When Your Dog is on a public highway, it must be on a collar and lead under control. If You cannot evidence that Your dog was under control the claims paid amount will be reduced by 50%.
7. We are not liable to pay any claims (including public liability) caused by Your Pet straying, escaping, damaging property, attacking the general public or other pets, if the Pet has a history of doing this. However, You are covered if You told Us about Your Pet's history and We accepted it in writing.
8. If Your policy renews or is upgraded after the start of a claim but prior to settlement, We will assess the settlement amount on the cover level shown in Your policy schedule as applicable at the date the Injury, Illness or Condition first showed Clinical Signs. You cannot increase the level of cover applicable to Your policy after the occurrence of the Injury, Illness or Condition.
9. In the event of claims settlement becoming due We will issue settlement by BACS transfer. Where bank account details have not been provided payments will not be sent by cheque. Settlement will be issued to You unless otherwise requested. You can request an alternative payee by ticking the relevant box on the claim form You fill in and by providing the third party name.

Fraud Warning

If You or anyone acting on Your behalf knowingly commit a fraudulent act, or submit a fraudulent document, or make a fraudulent statement, or exaggerate any claim made under this insurance, We will not pay the claim and will not cover You further under this and all other insurance policies currently in force with Us. In such an event, You will not be entitled to any refund of premium under any this Policy. We will process Your claim under the terms and conditions of this insurance policy based on the first reason notified to Us for Your claim. If Your claim is not covered and You then submit a claim having changed the circumstances of the Loss or Damage, We consider this to be dishonest. Details of all such cases will be passed to the appropriate agencies for action.

Conditions

Other Insurance

If You were covered by any other insurance Policy, known as dual insurance, for the same level of protection We will split and share the cost of Your Claim with that Insurer. Where You are covered by another form of insurance You are obligated to inform Us.

Renewals

You agree to automatically renew Your Policy with us unless You specifically notify us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

You may opt out of auto-renewal via our website by using our Customer Service portal, <https://www.nova-direct.com/customer-service/>. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your policy. To ensure continuation of cover, Your card will be charged 7 days prior to the expiry of Your existing policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your cover prior to the expiry of Your policy, Your policy will automatically lapse.

Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- when making changes to Your Policy during the Period of Cover,
- when making a Claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of Premium. If You make a Claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your Claim.

Right of Recovery

We can take proceedings in Your name, but at our expense, to recover the amount of any payment made under this Policy.

Complaints

General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,
- terms and conditions of the Policy,
- general administration of Your Policy including Claims,

Should You wish to raise a complaint please visit our dedicated Customer Services portal at www.nova-direct.com/customer-service where you will be able to lodge a complaint specific to your enquiry and product type.

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 0234567 or 0300 1239123
Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services
1st Floor, St. Calceonius Square
Floriana
Malta
FRN 1530
Email: complaint.info@financialarbiter.org.mt
Telephone: +356 2124 2945 (overseas call charges apply)
Web: www.financialarbiter.org.mt

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

Legal and Regulatory Information

Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact Us at info@nova-direct.com.

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,

- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at info@nova-direct.com,
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask Us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop Us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: info@nova-direct.com.

If You have any questions or concerns about how We handle Your personal data You should contact: info@nova-direct.com. Please note that We record telephone calls for training and evidentiary purposes.