



# ***PET INSURANCE***

For rabbits







## PET INSURANCE

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## Introduction to your Argos Pet Insurance Policy

This policy booklet provides **you** with the Terms and Conditions for the Argos Lifetime Pet Insurance for rabbits which meet the demands and needs of a person who wishes to ensure that the veterinary costs of their **pet** are met now and in the future.

The Terms and Conditions provide **you** with the details of **your pet's** cover and form part of **your** insurance contract together with **your Certificate of Insurance** and any future endorsement documents. **Your Certificate of Insurance** is the personalised document which shows the **maximum benefits, excess** and any special conditions and exclusions that apply to the cover **you** have selected.

It is important to read these Terms and Conditions alongside **your Certificate of Insurance** so that **you** know what **your** insurance does and doesn't cover and understand the requirements for making a claim. If any of the information contained in **your Certificate of Insurance** is incorrect please contact **us** straight away so that **we** can update **your** policy record.

**Your** policy is sold, underwritten and administered by Pinnacle Insurance plc.

This policy uses words and phrases that have specific meanings. **You** will find these explained in Section 2 - Definitions. Defined words are shown in **bold** wherever they appear. The singular shall include the plural and vice versa.

## Section 1 - Contact Details

### For your Policy/Claim

You can submit, track and manage a claim and make changes to your policy by logging into:



**Argos Pet Portal**

[argospetinsurance.co.uk/portal](https://argospetinsurance.co.uk/portal)



Alternatively if you need to speak to us, please call us on **0344 543 1053**

To improve the quality of our service, we may monitor and record telephone calls.

The cost of calls to 03 prefixed numbers are charged at national call rates and charges may vary dependent on your network provider.

**Address your letter to the relevant department:**



General Enquiries or Cancellations: Customer Service Department

Claims: Claims Department

Complaints: Customer Relations Department

and send to: Argos Pet Insurance

Pinnacle House

A1 Barnet Way

Borehamwood

Hertfordshire WD6 2XX

### For your pet health and wellbeing queries

**Remember: Your Argos Pet Insurance policy gives you access to our Argos Vet Assistance for any non-emergency pet health queries, behavioural and nutritional advice and an opportunity to talk to someone should you sadly lose your pet.**

Call **Argos Vet Assistance** any time of the day or night on: **0303 334 0795**

Make sure that you have your policy number available when you call.



If you prefer, you can also speak to **Argos Vet Assistance** via Live Chat.

The link to do this can be accessed by logging into **Argos Pet Portal**

**But remember, in an emergency.....**



You should always consult your **vet** immediately if your pet has collapsed, is unconscious or has been involved in a serious accident.

If you then need to make a claim, please log into **Argos Pet Portal** or call us on **0344 543 1053**

## SECTION 2 - DEFINITIONS

**Accidental Injury** means a sudden and unforeseen injury which is the result of an identifiable and known cause or event during the **policy year**. This includes any **symptoms**, whether or not diagnosed.

**Argos Pet Portal** means the online platform ([argospetinsurance.co.uk/MyPortal](http://argospetinsurance.co.uk/MyPortal)) where **you** can manage **your** policy and submit and track claims.

**Argos Vet Assistance** means the **helpline** operated by Vetsdirect Limited.

**Certificate of Insurance** means the personalised document which sets out the details of **your** cover, and which should be read in conjunction with the terms and conditions of the policy.

**Complementary Treatment** means hydrotherapy, osteopathy, massage and healing, laser treatment, electrical muscle stimulation, acupuncture or chiropractic treatment.

**Condition(s)** means any illness or accidental injury whether or not it results in a diagnosis. There will be **conditions** that will fall in the following categories:

1. **Bilateral** means any **condition** affecting right and left sides or paired organs or body parts of **your pet** such as (but not limited to) ears, eyes, cruciate ligaments, hips and patellae, where there is an underlying cause;
2. **Recurring Condition(s)** means any previous **illness** or any **symptoms** relating to that **illness** or a previous **accidental injury** or any **symptoms** relating to that **accidental injury** that may come back or that **your pet** is prone to, no matter how many times this comes back or how many areas of the body are affected;
3. **Related Condition(s)** means if a number of **illnesses**, **accidental injuries** or **symptoms** are:
  - (a) diagnosed as one **illness** or **accidental injury**; or
  - (b) caused by, related to, or result from another **illness**, **accidental injury** or **symptom**.

When applying a **maximum benefit** or exclusion, we will consider **bilateral**, **recurring** or **related conditions** as one **condition**.

**Excess(es)** means the amount **you** are required to pay as part of each **vet fees** claim and may be a defined amount (e.g. £99) and/or a percentage contribution (e.g. 20%). The **excess** applicable for **your** current **policy year** is shown in **your certificate of insurance**. **You** should note that when **your pet** reaches a certain age this excess is likely to change. This change and the age when it applies for **your pet** is shown on **your certificate of insurance** and **you** will be informed of the change at least one year before it is applied.

**Family** means **your** spouse, civil partner, partner of the same or opposite sex whom **you** currently live with, children, parents or other relatives who normally live with **you**.

**Illness** means physical disease, sickness, abnormality, infection or failure which is not caused by an **accidental injury**. This includes any **symptoms**, whether or not diagnosed.

**Maximum Benefit** means the most we will pay during the **policy year** in respect of any element of cover as set out in **your certificate of insurance**.

**Pet** means the rabbit named and described on the **certificate of insurance**.

**Policy Year** means the 12 month period shown on **your certificate of insurance** during which **your** premium and benefit levels are guaranteed. However, if there is a change to **your** circumstances (specifically notified by **you**) or correction to **your pet's** details, it may be necessary to alter **your premium** during that 12 month period.

**Premium(s)** means the **premium** payable either monthly or annually by **you** in respect of this insurance.

**Start Date** means the date on which **your pet** first becomes covered under this policy as shown on **your certificate of insurance**.

**Symptom(s)** means a change in **your pet's** normal healthy state, its bodily functions or behaviour.

**Treatment(s)** means any examination, consultation, advice, tests, X-rays, medication, surgery, nursing and care provided by a **vet**, veterinary practice or member of an approved professional organisation following **your vet's** instruction, which we deem necessary in line with the Royal College of Veterinary Surgeons code of professional conduct up to the limits set out in **your certificate of insurance**. We may telephone **your vet** to ascertain that **treatment** was appropriate for the particular condition.

**Vet** means a member of the Royal College of Veterinary Surgeons actively working as a veterinary surgeon or holding a veterinary degree approved by the Royal College of Veterinary Surgeons in the United Kingdom, the Channel Islands or the Isle of Man.

**Vet Fees** means fees charged to provide **treatment** for a **condition**.

**We, Us, Our** means Pinnacle Insurance plc (Company Registered number 1007798) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 110866). It is a member of the BNP Paribas Group and its registered office address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

**You, Your, Yourself** means the person named in the **certificate of insurance** who is responsible for **your pet**. Joint policyholders are not permitted. If **your pet** is owned by more than one person **you** must select one to be the policyholder.

## SECTION 3 - ELIGIBILITY AND COVER LIMITS

**You** can insure **your pet** from 8 weeks up to their 5<sup>th</sup> birthday.

Once **your pet** is insured cover can continue beyond this upper age limit for the lifetime of **your pet** subject to the terms and conditions of this policy.

The **maximum benefits** payable under this policy per **policy year** are shown in **your certificate of insurance**.

## SECTION 4 - YOUR INSURANCE COVER

### A. VETERINARY FEES

#### What we will pay

We will reimburse you the cost of any **treatment** your **pet** has received for a **condition(s)** during the **policy year**, up to the limits set out in your **certificate of insurance**. We may telephone your **vet** to confirm the **treatment** was appropriate for the particular **condition**. If we believe these fees and/or **treatment** are excessive, we will negotiate with your **vet** on your behalf and we may ask you to seek an alternative **vet** for future **treatment**. Otherwise we may not be able to pay future claims.

#### What you pay

You are required to pay the **excess** as shown on your **certificate of insurance**.

#### What you are covered for:

1. **vet fees** up to the **maximum benefit** stated on your **certificate of insurance**;
2. any herbal or homeopathic medicine your **vet** recommends;
3. any complementary and physiotherapy **treatment** your **vet** recommends up to the limits specified on your **certificate of insurance**;
4. the cost of having your **pet** put to sleep (euthanasia) if recommended by or agreed with your **vet**;
5. 25% of the cost of a clinical diet for your **pet** for a maximum period of 6 months per **condition**, provided it is recommended by your **vet** for a treatable **condition** other than for obesity/weight loss;
6. the cost of dental **treatment** as a result of an **accidental injury**;
7. the cost of **treatment** for a dental **condition** and any related **conditions**, provided:
  - (a) there is a history of annual check-ups (or if not annual, as recommended by your **vet**) and evidence that any advice given has been followed within 3 months; and
  - (b) the **treatment** is to relieve suffering due to illness.
8. ongoing **treatment** of a **condition** providing the policy remains in force, subject to the "We will not pay for" section below; and
9. fees for **treatment** for the first instance of fly strike.

#### We will not pay for:

1. the **excess**;
2. any amount more than the **maximum benefit** in any **policy year** as set out in your **certificate of insurance**;
3. any excluded **condition** stated on your **certificate of insurance**;
4. any **condition** or **symptom**, or anything related to it, that you were aware of or has been noted and/or investigated by a **vet**, before this policy started;
5. any **treatment** for any **illness** which occurs or shows **symptoms** within 14 days of the **start date**;
6. any **treatment** for **accidental injury** or poisoning which occurs or shows **symptoms** within 3 days of the **start date**;
7. any cost relating to routine or investigative tests including but not limited to pre-operative blood tests, unless these are to diagnose a **condition** due to specific existing **symptoms** and the **condition** is covered under this policy;
8. any routine and preventative **treatments**, vaccinations, cosmetic dentistry, cosmetic surgery, cleaning, trimming and descaling of teeth, spaying, castration, routine removal of dew claws, parasite control **treatments**, grooming and nail clipping;
9. any complications arising from cosmetic **treatments** or where your **vet** confirms the **treatment** was not necessary;
10. fees for **treatment** related to a second or subsequent instance of fly strike;
11. the cost of **treatment** for a dental **condition** and any related **conditions**, unless:
  - (a) there is a record of annual check-ups (or if not annual, as recommended by your **vet**) and evidence that any advice given has been followed within 3 months;
  - (b) the **treatment** is to relieve suffering due to illness.
12. the cost of routine and preventative trimming, burring or rasping rabbits' teeth;
13. any **treatment** related to pregnancy, giving birth or breeding, uterine cancer and any complications thereof;
14. house calls, any extra cost for out of hours **treatment**, or ambulance fees, regardless of your personal circumstances, unless your **vet** confirms that moving your **pet** or waiting until normal surgery hours would either endanger its life or significantly worsen the **condition**;
15. any **treatment** for an injury or **illness** deliberately caused by you or anyone living with you;
16. any **treatment** for an **illness** that is preventable by vaccination and you failed to vaccinate as recommended by your **vet**;
17. the cost of any **treatment** for fleas except where this is used to treat a skin condition, in which case we will pay the cost of one flea **treatment**;
18. claims resulting from your **pet** being involved in a fight where your **pet** has a history of treatment following fighting;

## A. VETERINARY FEES \CONT...

19. any **treatment** following a fight between two or more of **your pets** or where one of the pets involved is residing at **your** address but belongs to a member of **your family** or anyone else living with **you** on a permanent or temporary basis;
20. any fees charged by **your vet** for completing claim forms;
21. travelling expenses;
22. the cost of any post mortem examination, cremation, burial or disposal of **your pet**;
23. any post operative or convalescent **treatment** which **your vet** confirms **you** could have provided in **your home yourself**;
24. any organ or stem cell transplants, prostheses and any associated **treatment**;
25. any more than one protective collar (or cone), protective boot (one per foot), protective shirt or harness per **treatment**;
26. the cost of surgical items that can be used more than once;
27. the cost of any food except as set out in "What you are covered for" 5;
28. any fees charged by **your vet** for referral to another **vet**; or
29. any claims for **treatment** not supported by a receipt endorsed with the address and telephone number of the veterinary surgery providing **treatment**.

## B. FINDING YOUR PET

### What we will pay

We will reimburse **you** for any local advertising expenses, rewards and other costs **you** have had to pay to help recover **your pet** after it is stolen or strays during the **policy year**, up to the **maximum benefit**.

### We will not pay:

1. if **your pet** is stolen or strays within 14 days of the **start date**;
2. any reward not supported by a signed receipt giving the name, address and telephone number of the person who found and returned **your pet** to **you**;
3. any reward to a **family** member;
4. any reward to the person who was caring for **your pet** when it was lost or stolen; or
5. any costs for services provided by another person, company, organisation or pet detective other than producing posters and leaflets for local advertising and communicating the loss on the internet and social media.

## C. YOUR HOSPITALISATION AND BOARDING FEES

### What we will pay

We will reimburse **you** for rabbit hotel fees **you** have had to pay up to the **maximum benefit**, if during the **policy year**:

1. **you** or a member of **your family** is ill or injured and has to spend more than 48 hours in hospital; and
2. **your pet** stays in a licensed rabbit hotel while **you** are hospitalised.

Alternatively, if **you** ask someone who is not living with **you** to look after **your pet** while **you** are in hospital, we will pay a daily rate of £15, subject to the **maximum benefit**.

### We will not pay any costs resulting from your hospitalisation:

1. for alcoholism, drug abuse, self-inflicted injuries, pregnancy or giving birth;
2. for an **illness** or **accidental injury** first occurring or showing **symptoms** before the **start date**; or
3. for an **illness** first occurring or showing **symptoms** within 14 days of the **start date**.



## SECTION 5 - GENERAL EXCLUSIONS, RIGHTS & RESPONSIBILITIES AND GENERAL CONDITIONS

### A. GENERAL EXCLUSIONS

We will not pay for:

1. any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this policy;
2. any claim arising from a malicious or intentional act, wilful injury, or gross negligence by **you** or any member of **your family** or anyone else living with **you** on a permanent or temporary basis;
3. any **pet** less than 8 weeks old;
4. any loss if **you** breach the United Kingdom animal health or importation legislation;
5. any claims arising as a result of war, civil war, hostilities (whether war be declared or not) , violence for any political, religious or ideological reason, terrorist activity, revolution, civil unrest or any similar event;
6. any claims arising from radiation, nuclear explosion or radioactive contamination;
7. any claims arising from air, water or soil pollution;
8. any claim arising from pressure waves from supersonic aircraft;
9. any claim which **your vet** confirms has arisen as a result of **you** not taking reasonable care of **your pet**.

### B. YOUR RIGHTS AND RESPONSIBILITIES

1. **You** must take proper and reasonable care of **your pet** at all times. This includes, but is not limited to, ensuring **your pet** is handled correctly and safely at all times and that **your pet** is fed a wholesome and nutritionally adequate diet and **your pet's** body weight is maintained within a normal range (as recognised by **your vet**).
2. **You** must take **your pet** for regular annual check-ups (or as otherwise recommended by **your vet**) and vaccinations with licensed products as recommended by **your vet**.
3. **You** must respond honestly to any request for information **we** make when **you** take out cover under this policy, or apply to vary **your** cover under this policy. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, any claims previously paid by **us**, and whether **you** can make any subsequent claim.
4. If **you** have legal rights against another person in relation to **your** claim, **we** may take legal action against them in **your** name and at **our** expense. **You** must give **us** all the help that **you** can and provide any documents that **we** ask for.
5. **You** must pay **your premium** in full and on time to remain covered.
6. **You** must check **your certificate of insurance** on receipt and return it to **us** for correction if **you** find any mistakes.
7. **You** must keep to the conditions of the policy.
8. **You** must never make any claim **you** know is false, dishonest or exaggerated.
9. If **you** wish to cancel **your** policy, please contact **us** as set out in Section 1.

If **you** fail to carry out these responsibilities, **we** may reduce or refuse to pay any claim **you** may make.

### C. OUR RIGHTS AND RESPONSIBILITIES

1. **We** will assess all claims fairly, reasonably and promptly against the information **you** provide and the terms of the policy.
2. When **you** claim, if **you** have other insurance cover under which **you** can claim, **you** must notify **us** of the other insurer and give **us** authority to contact them to discuss how **we** apportion liability for the claim.
3. **We** may need to see **your pet's** records from any **vet** who has treated it and any other information about **your pet** before **your** claim is paid. If the **vet** charges for this information, **you** will have to pay.
4. **We** may need to arrange for a representative to visit **you** and **your pet** if **we** feel **we** need further information to properly validate **your** claim.

### D. CONTRACT OF INSURANCE

1. This is an annually renewable policy which **you** can either pay as a single annual payment or in monthly instalments. The contract of insurance between **you** and **us** and consists of the policy terms and conditions, **your certificate of insurance** and any endorsements.
2. **Your** cover under this policy will end on the earliest of the following:
  - (a) the date **your pet** dies;
  - (b) the date **you** fail to pay the **premium** when due;
  - (c) the date **you** or **we** cancel **your** cover subject to the terms and conditions of this policy.
3. (a) If **we** make any claim payments as a result of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf), then:
  1. **we** may stop making further payments and may seek to recover from **you** any sums paid by **us** in respect of any dishonest claim;
  2. **we** may terminate the contract with effect from the time of the behaviour which may affect other claims; and
  3. if **we** terminate the contract, **we** may refuse to pay any claims occurring after the time of the dishonest claim.
- (b) If **we** terminate the contract under this section, **we** will not return any of the premiums paid by **you**.
- (c) These provisions will not affect any valid claim occurring before the dishonest claim.

#### 4. Premiums

- (a) The **premium** for this policy is fixed for 12 months and reviewed annually on the anniversary of the policy **start date**.

If there is a change to **your** circumstances or correction to **your pet's** details, **we** may be required to alter **your** premium during the 12 month period.

- (b) Each year, at least three weeks before the current **policy year** is due to end, **we** will send a renewal notice by **your** chosen method of contact setting out the new policy terms and conditions and **premium** for the next **policy year**. If **you** have already given **your** consent for **us** to collect the **premium**, **your** payment will continue to be taken using **your** designated payment method unless **you** instruct **us** otherwise. **Your** cover under this policy will continue as long as **you** pay the **premium** whenever **your** premiums are reviewed.

When reviewing **your** premiums, **we** will consider any future impact to one or more of the following:

1. changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **we** expect to pay or changes to the average expected amount paid per claim;
  2. changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes information on the cost of veterinary **treatments** (which may vary depending upon **your** location) and general information about the breed of **your pet**;
  3. changes to **your** circumstances such as the age of **your pet**, **your** claims history or any change to **your** address;
  4. relevant changes to **our** previous assumptions in relation to:
    - (a) expenses related to providing the insurance;
    - (b) policy lapse rates which means the average time policies are held;
    - (c) interest rates;
    - (d) tax rates;
    - (e) the cost of any legal or regulatory requirements;
- (c) Any changes to **your** premium **we** make will not:
1. be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) above; or
  2. be made to recover any previous losses.
- (d) As a result of the premium review, **your** premium may go up, stay the same or go down, and there is no limit to the amount of any change.
- (e) If **we** change **your** premium and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel at any time as set out in Section 5 D 6 below.
- (f) **You** must continue to pay the full premium even when **you** are making a claim under this policy to ensure that cover can continue in respect of any further **treatment** provided or costs incurred. Claims can only be considered in respect of **treatment** provided or costs incurred during the period for which **premium** has been paid.

#### 5. Terms and Conditions

- (a) The terms and conditions of this policy are fixed for 12 months and reviewed annually on the anniversary of the policy **start date**. Each year, at least three weeks before the current **policy year** is due to end, **we** will send a renewal notice as outlined in section 5 D 4 (b) above and this will include **your** new Terms and Conditions.
- (b) **We** may vary or waive the terms and conditions of this policy to reflect changes in the assumptions set out in Section 5 D 4 (b) above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this policy.
- (c) **We** may make changes to **your** policy terms and conditions on each anniversary of the **start date** of **your** policy. When changing **your** terms and conditions **we** will consider any future impact of changes in one or more assumptions due to the reasons set out in Section 5 D 4 (b) above.
- (d) In addition, **we** may also vary or waive **your** terms and conditions to:
1. improve **your** cover;
  2. comply with any applicable laws or regulations;
  3. reflect any changes to taxation;
  4. correct any typographical or formatting errors; or
  5. provide additional clarity to the existing terms and conditions.
- (e) Any changes to **your** terms and conditions will not:
1. be made as a result of any reason other than changes in the assumptions mentioned in Section 5 D 4 (b) or for the reasons set out in Section 5 D 5 (d) above; or
  2. be made to recover any previous losses.
- (f) If **your** policy is varied and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel at any time as set out in Section 5 D 6 below.

## 6. Your Right to Cancel

### Within the "cooling off period"

If **you** decide **you** do not want the cover and wish to cancel **your** policy, **you** can do so within 14 days of the **start date** or the date **you** receive these policy documents (the "cooling off period"). **You** will receive a full refund of any **premium** **you** have paid provided no claim has been made under the terms of this policy. If **you** have made a claim, no refund of **premium** will be payable.

### Outside the "cooling off period"

#### **Monthly Payments**

If **you** pay for **your** policy monthly and cancel **your** policy after the initial 14 day cooling off period, **we** will cancel **your** policy and not collect the future monthly payments due for the remainder of the current period of insurance. If **you** pay for **your** policy monthly and cancel **your** policy because **your** pet has died, been stolen or has strayed, and **you** claim for this, **we** will not deduct any further monthly payments for the remainder of the current period of insurance.

However, if **you** have been paid a claim during this **policy year** then **we** will deduct any outstanding monthly payments for the current period of insurance from **your** final settlement claim.

#### **Annual Payments**

If **you** have paid the full annual **premium** and cancel **your** policy after the initial 14 day cooling off period, **we** will refund a pro-rata proportion of the **premium** already paid for the remainder of the current period of insurance provided **you** have made no claims under this policy during this **policy year**.

If **you** have paid the full annual **premium** and cancel **your** policy because **your** pet has died, been stolen or has strayed **we** will refund a pro-rata proportion of the **premium** already paid for the remainder of the current period of insurance.

However, if **you** have been paid a claim during this **policy year** then **we** will not refund any of the **premium** already paid unless the claim value is less than the pro-rata **premium** for the remainder of the **policy year**.

In this case, the difference between the pro-rata **premium** and the claim value will be refunded.

If, at renewal, **your** **premium** changes and/or **your** terms and conditions are varied and **you** do not wish to continue **your** cover **you** should contact **us** to cancel. **You** can cancel on the terms set out above. Any cancellation, as a result of such changes, will take effect at the end of the period for which **you** have already paid **your** **premium**.

All cancellation requests should be made to:

Customer Services Department, Argos Pet Insurance

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Telephone: 0344 543 1053

## 7. Our Right to Cancel

(a) **We** may cancel **your** insurance cover immediately where:

1. **you** deliberately tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this policy, or apply to vary **your** cover under this policy (or **we** can demonstrate from the relevant circumstances that **you** did not take reasonable care to ensure the statements **you** made to **us** were true);
2. **you** unintentionally tell **us** something which is untrue or misleading in response to any question **we** ask **you** when **you** take out cover under this policy or apply to vary **your** cover which, if correctly answered, would have caused **us** to decline **you** for cover;
3. there is evidence of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) in relation to the cover provided under this policy (see Section 5 D 3);
4. necessary to comply with any applicable laws or regulations; or
5. necessary to comply with any applicable sanctions. **We** will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if **we** are prevented from doing so by any sanction which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling entity) from providing cover under this policy. Sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities. This means that if **you**, or any joint policy holder or other relevant third party who has suffered a loss which would otherwise be covered under the policy, are the subject of a sanction, **we** may not be able to provide cover under the policy.

For the purposes of this clause, "sanctions" means any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

If **your** policy is cancelled as a result of Section 5 D 7 (a) 1, 3, 4 or 5, **we** will not return any **premiums** **you** have paid under the terms of this policy. If **your** policy is cancelled as a result of Section 5 D 7 (a) 2, **we** will return any **premiums** **you** have paid under the terms of this policy provided no claim has been made.

- (b) Any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim, except where Section 5 D 7 (a) 1, 2 or 3 applies.
- (c) Cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation, except where Section 5 D 7 (a) 1, 2 or 3 applies.

#### 8. Reinstatement

If **you** cancel **your** cover under this policy, or the cover lapses due to unpaid **premium**, **you** may ask **us** to reinstate the policy. If **we** accept **your** request, any claim or **condition** arising during the period when **you** were not covered i.e. the lapse period, will not be accepted.

#### 9. Change of Insurers

It may be that the insurance company underwriting **your** cover could change at renewal. If this happens **you** will be informed of this change not less than 21 days before **your** current policy renews and provided with details of any changes in **your** policy cover.

If **you** pay by direct debit then **your** policy may be automatically renewed with the new insurer. If **you** do not want **your** policy to be renewed then please let them know before the renewal date.

### E. GENERAL CONDITIONS

1. **Territorial Limits** - this insurance only applies in the United Kingdom, the Channel Islands and the Isle of Man.
2. **Choice of Law** - this policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
3. **Surrender Value** - when **your** cover under this policy ends it will not have a cash value.
4. **Transfer Rights** - the rights given under this policy can be transferred directly to another individual taking on the full responsibility of the **pet** provided **you** obtain **our** consent. In order to transfer the rights of **your** policy, please contact **our** Customer Services Department using the details in Section 1. Transfer of rights may result in a change to the **premium** amount.
5. Failure to comply with any condition of this policy may result in the suspension or the stopping of the benefits.
6. All communications will be conducted with **you** in English.

## SECTION 6 - MAKING A CLAIM

Before making any claim please check **your** policy and **certificate of insurance** to see if **you** are covered. Please remember that any costs relating to the completion of claim forms must be paid by **you**.

Please note that **we** cannot guarantee the validity of a claim over the phone. **You** will need to provide a completed claim form and **we** will notify **you** in writing of **our** decision.

**We** have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

**We** reserve the right to decline to pay any costs or fees that are not covered, where these have been included with other costs or fees that are covered (see "What we will not pay for" in each section of **your** cover). This includes any claim that is processed by **our** automated decision making tool. **You** can discuss these decisions with **us** at any time.

### A. VETERINARY FEES:

- Step 1 Before **your** **pet** is treated, check **your** **vet** is prepared to complete a claim form, provide invoices and a full medical history.
- Step 2 **You** can complete **your** **vet** fees claim form online via **Argos Pet Portal** or speak to **our** Claims Department by telephoning **0344 543 1053**.
- Step 3 Return the claim form to **us** together with the invoices showing the costs/fees **you** have paid.
- Step 4 **You** should submit **your** claim together with invoices showing costs/fees **you** have incurred within 12 months of the treatment taking place. Failure to do so will result in non-payment of **your** claim unless there are exceptional circumstances.

### B. ALL OTHER CLAIMS:

- Step 1 Download a claim form from the **Argos Pet Portal** or request one from **our** Claims Department on **0344 543 1053**.
- Step 2 Complete the relevant sections of the claim form, sign and return together with:
  - Finding Your Pet:**
    - (a) receipts for any advertising costs and rewards.
  - Your Hospitalisation and Boarding Fees:**
    - (a) **your** rabbit hotel receipts; and
    - (b) evidence from **your** doctor or hospital confirming **your** hospital stay.

## SECTION 7 - IF YOU HAVE A CONCERN

### A. ARGOS VET ASSISTANCE

You have access to our **Argos Vet Assistance** helpline where qualified veterinary nurses can assist with queries regarding **your pet's** health and wellbeing.

If **your pet** shows any signs of injury, illness or distress, **we** suggest **you** telephone **Argos Vet Assistance** on 0303 334 0795, making sure **you** have **your** policy number to hand.

Special Note: If **your pet** has collapsed, is unconscious or been involved in a serious accident **you** should consult **your vet** immediately.

Should this then result in **you** needing to make a claim, please log into **Argos Pet Portal** or contact our Claims Department on 0344 543 1053 as soon as possible.

### B. CUSTOMER SERVICE

If **you** have any queries during **your policy year** or **you** need to change **your** address, **your** payment details or **your pet** dies from natural causes, please contact our Customer Services Department on **0344 543 1053**.

The cost of calls to 03 prefixed numbers are charged at national call rates and charges may vary dependent on your network provider.

### C. COMPLAINTS PROCEDURE

**We** hope **you** never need to, but if **you** want to complain about our products or services **you** can do so by:

calling us: **0344 543 1053**

writing to us: Customer Relations Department  
Argos Pet Insurance  
Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX

**We** will deal with any concerns **you** may have as quickly as **we** can and wherever possible within 8 weeks of receiving **your** complaint as required by the Financial Conduct Authority. If **you** are not satisfied with the answer **we** give **you**, **you** can refer **your** complaint to the:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0300 123 9 123 or 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the above complaints procedure does not affect **your** rights to take legal proceedings.

A leaflet detailing our full complaints process is available from us on request.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way, it will be forwarded to the Financial Ombudsman Service. Visit: [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote our email address: [odr@customerservice.argospetinsurance.co.uk](mailto:odr@customerservice.argospetinsurance.co.uk). Alternatively **you** can contact the Financial Ombudsman Service directly.

### D. COMPENSATION ARRANGEMENTS

Pinnacle Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its liabilities to **you**, **you** may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### E. IMPORTANT INFORMATION

Your Argos Pet Insurance is underwritten by Pinnacle Insurance plc under policy number 02614 (1<sup>st</sup> February 2020).

## SECTION 8 - DATA PROTECTION NOTICE - USING YOUR PERSONAL INFORMATION

In order to enter into the insurance contract, and as data controller, **we** are required to obtain personal data from **you**, which is governed by the General Regulation (EU) on Data Protection Number 2016-679 ("GDPR").

The types of personal data requested by **us** are mandatory, except where these have been described as optional at the time of collection. The personal data collected by **us** is necessary:

### 1. To comply with legal and regulatory obligations

These include:

- prevention of insurance fraud, money-laundering and financing of terrorism;
- compliance with legal and financial legislation and regulations;
- prevention of tax fraud, fulfilment of tax control and tax notification obligations;
- risk monitoring and reporting;
- responding to an official request from a duly authorised public, regulatory or judicial authority.

### 2. To perform the contract with you or to take steps at your request before entering into the contract

These include:

- evaluating the details of the insurance risk in order to determine **your** premium or renewal premium (e.g. **your** expected claims frequency, claim cost and expected loyalty);
- handling **your** claims or complaints;
- providing **you** with information about **your** insurance contract;
- responding to **your** enquiries including requests to update **your** personal data when **your** circumstances change;
- evaluating if **we** can offer **you** insurance products or services and if so on which terms.

The above processes may include the making of automated decisions, where necessary, for the entering into or the performance of the contract.

As the performance of **your** insurance contract may require **us** to process details about **your** health, by entering into this contract **you** formally accept that personal data about **your** health may be processed by **us** solely for the purposes of managing the insurance contract.

### 3. To fulfil our legitimate interests

**We** use **your** personal data in order to offer and develop **our** insurance products and services, to improve **our** insurance risk management and to defend **our** legal rights for the following reasons:

- to prove purchase and premium payments (including the follow-up of rejected payments);
- to prevent fraud;
- to defend or pursue legal claims;
- for IT management, including infrastructure management, business continuity and IT operations and security;
- to establish individual statistical models allowing **us** to generate competitive premiums or offer **you** relevant products and services;
- to establish aggregated statistics, for research and development, in order to monitor risk and the performance of **our** businesses, improve existing products and services or create new ones;
- where **we** record calls for the purposes of staff training and monitoring, administering **your** policy, handling complaints, detecting or preventing fraud and other crimes, and to improve the quality of **our** services;
- to provide customer advisory services relevant to **your** quote and insurance product (e.g. pet healthcare advice, quote reminders and anniversaries);
- to personalise **our** product offerings to **you** by:
  - improving the quality of **our** insurance products or services (e.g. customer satisfaction surveys);
  - advertising **our** products or services that might be of interest to **you** according to **your** situation and profile which **we** can assess by:
    - segmenting **our** potential customers and policyholders; and
    - analysing **your** habits and preferences in the use of communication channels (e.g. **our** website and portal, social media platforms, emails or text messages).

**Your** personal data may be aggregated into anonymised statistics that may be offered to BNP Paribas Group entities to assist them in developing their business. In this case **your** personal data will never be disclosed and those receiving these anonymised statistics will be unable to ascertain identity.

For the purposes above, **we** only share **your** personal data with the following individuals or entities, where required:

- BNP Paribas Group companies and their staff for the purposes of providing **our** services to **you**;
- independent agents, intermediaries, introducers or brokers (e.g. price comparison websites), for the purposes of distribution;
- co-insurers, re-insurers and **our** corporate insurers;
- other parties who have a legitimate interest in **your** insurance contract (e.g. **your** next of kin, a beneficiary or a third party claimant, and their representatives);
- service providers who perform services on **our** behalf;
- banking, commercial partners and brokers;
- **your** previous insurer, and their commercial partners and service providers (where applicable), and any future replacement insurer, their commercial partners and service providers (where applicable);
- financial, judicial or regulatory authorities, arbitrators and mediators, state agencies or public bodies, upon request and to the extent permitted by law (e.g. Financial Ombudsman Service, Financial Services Compensation Scheme, HM Revenue & Customs);
- certain regulated professionals such as healthcare and veterinary professionals, lawyers, notaries, trustees and auditors;
- debt collecting and credit reference agencies; fraud prevention agencies.

Where **we** transfer **your** data to a country outside the European Economic Area (EEA), where the European Commission has recognised that non-EEA country as one that provides an adequate level of data protection, **your** personal data will be transferred on this basis without **your** specific authorisation.

For transfers to non-EEA countries whose level of protection has not been recognised as adequate by the European Commission, **we** will either rely on an exemption from a rule or law that is applicable to the specific situation (e.g. if the transfer is necessary to perform **our** contract with **you**) or use one of the following safeguards to ensure the protection of **your** personal data:

- standard contractual clauses approved by the European Commission; or
- binding corporate rules (for inter-group transfers), where applicable.

**Our** full Data Protection Notice, which includes further information about **our** processing of **your** personal data, including categories of personal data, retention periods and data subject rights, is available at **our** website at the following address: <https://www.cardifpinnacle.com/privacy-cookies>

To exercise **your** rights or if **you** have any questions regarding **our** use of **your** personal data please contact **us** at:

#### **Data Protection Correspondent**

Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX

Email: [data.protection@cardifpinnacle.com](mailto:data.protection@cardifpinnacle.com)

Or **you** may contact the BNP Paribas Group's Data Protection Officer at:

Jérôme Caillaud - Data Protection Officer  
BNP Paribas CARDIF  
8, rue du Port  
92728 Nanterre  
France

Email: [group\\_assurance\\_data\\_protection\\_office@bnpparibas.com](mailto:group_assurance_data_protection_office@bnpparibas.com)

