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PET INSURANCE POLICY

This **Policy** is the contract between **you** and **us** based on the information given to **us** and the declaration made on the proposal form. In return for receiving and accepting the premium, **we** will provide insurance in accordance with the terms and conditions of this **Policy**. **You** should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** should advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

This **Policy** is valid for the **period of insurance** shown in the **Schedule** and any subsequent period for which **you** pay and **we** accept a renewal premium.

Unless both **you** and **we** agree otherwise, this contract of insurance is a **Maltese** one and is governed by and according to **Maltese** Law and, subject to what is otherwise expressly provided for herein, is subject to the exclusive jurisdiction of the **Maltese** Courts. The cover provided by this **Policy** shall apply only to judgements or orders that are delivered by or obtained from a Court in **Malta**. Furthermore, the cover shall not apply to a judgement or order obtained in **Malta** for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** which costs and expenses of litigation are not incurred in **Malta**.

WE ARE ONLY RESPONSIBLE FOR REASONABLE COSTS AND EXPENSES INCURRED WITH OUR PRIOR APPROVAL EXCEPT IN CASE OF AN EMERGENCY.

The insurance cover and benefits available under this **Policy** are not transferable to any other party.



ETIENNE SCIBERRAS
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

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DEFINITIONS

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears unless the context requires otherwise:

Accident or **Accidental** means a sudden unexpected event which happens after the start date of the **Policy** and results in the **insured pet's bodily injury**.

Agreed value of the **pet** is the amount specified in the **Schedule**.

Bodily Injury means the **insured pet's** death or injury to its body other than by **your** deliberate act caused solely by violent **accidental** external and visible means. This does not include any **disease, sickness** or naturally occurring condition or gradually operating or degenerative process.

Caesarean means a surgical operation aimed at resolving a **dystocial delivery**.

Chronic means a condition that is persistent and lasts longer than 3 months.

Disposal of the carcass means the service provided by the veterinary clinic in order to destroy the remains of the **pet**.

Dystocial delivery means the female dog/cat has difficulty in expelling the pups/kittens and/or their birth membranes at the termination of gestation when the moment of delivery arrives.

Endorsement/s means any alteration made to the **Policy** which has been agreed by **us** in writing.

Excess(es) means the first part of any claim which **you** have to pay **yourself**.

Foreign body means that object or inedible substance which, upon being swallowed, gives rise to a pathological process with disturbances in the digestive structure and/or function requiring veterinary and/or surgical treatment. Toxins or poisons are not regarded as foreign bodies for the purposes of this insurance.

Gastric dilation / torsion means a digestive syndrome in which the stomach expands and may eventually twist around its central axis, bringing about a series of pathological changes that cause non-productive retching, abdominal distension, hypersalivation, debilitation and depression.

Heatstroke means an **accidental** condition caused by prolonged exposure to high temperatures, which is denoted by severe pyrexia, giving rise to physiological lesions that may even prove life-threatening for the **pet**.

Insured pet or **pet** means one or more **pets** of the canine and/or feline species owned and intended for company or guarding excluding those trained to guard or for working purposes and those whilst used for hunting or any kind of sport. This definition shall in no way be interpreted to exclude guide **dogs**.

Insured pet's stay at a kennel or cattery means payment for the **insured pet's** stay at a licensed kennel or licensed cattery during **your** hospitalisation due to **accident** or **illness** as the **pet** cannot be looked after by any other person.

Malta or **Maltese** mean the, or of the Republic of **Malta** including any recognised sea passage within the Republic.

Necessary putting down means the termination of life performed by a **veterinarian** to put an end to the **pet's** irreversible suffering.

Period of insurance means the period as stated in the **Schedule** and any subsequent period from which the company may accept payment for the renewal of the **Policy**.

Policy means this booklet, the **Schedule** and any **Endorsement(s)** all of which are to be read together as one document.

Schedule means the document attaching to this **Policy** containing **your** name and address, the **period of insurance**, the sections of this **Policy** which apply, the premium **you** have to pay, the **insured pet**, the amounts for which **you** are covered and details of any extensions or **Endorsement(s)**.

Sequelae mean abnormal condition/s resulting from a previously treated **accident**.

Sickness and/or **illness** and/or **disease** means an acute condition which lasts a short time and can be treated and cured quickly by treatment or immediately responds to and reduces in intensity to treatment.

Chronic conditions are not considered to fall within the definition for the purposes of this insurance.

Straying means the loss of the **pet** due to oversight on the part of the **Insured** or person responsible for its custody.

Theft means unlawful taking by third parties of the **pet**, against **your** will, by means of acts that involve evidence of forcible and violent entry into the premises or enclosures where it is kept.

Trauma means a physiological wound caused by an **accident**.

Veterinarian means a person licensed to practise as a veterinary surgeon in **Malta** and registered in the veterinary surgeon's register kept by the veterinary surgeon council.

Veterinary care expenses means treatment costs of a **veterinarian** as a consequence of an **accident** or **illness** suffered by the **pet** and up to the maximum limit specified in the **Schedule**.

The following eventualities are deemed to be **veterinary care expenses**:

- Initial examinations, x-rays, analyses and electrocardiograms.
- Surgical or other types of operations, anaesthesia, surgical material, medication, osteosynthesis, prosthesis and/or fibroendoscopy that it might be necessary to use.
- Post-operative care, treatment and stay at the clinic, when necessary.
- The **necessary putting down** of the **pet** and **disposal of the carcass**.

We or **us** or **our** means Mapfre Middlesea p.l.c.

You or **Your** or **Yourself** means the **Insured** described in the **Schedule**, the husband or wife of the **Insured**, or the **Insured's** partner who permanently lives at the same address as the **Insured** and shares financial responsibilities (not including business partners or associates) or members of the **Insured's** family permanently residing with the **Insured**.

WARRENTED

It will be necessary for the pet to be registered and identified with a microchip assigned to it.

For the Veterinary cover due to sickness or illness to be in force, the insured pet/s will have to comply with the timetable of official vaccinations, administered by a veterinarian in accordance with World Small Animal Association (WSAVA) and European Advisory Board on Cat Disease (ABCD), and those relating to:

Dogs: leptospirosis, distemper, inf. hepatitis (triple), inf. laryngotracheitis, parainfluenza, leishmaniasis, inf. Tracheobronchitis, parvovirus and kennel cough, as well as those others that it might be necessary to administer at any time through decision of the Veterinary Regulation Directorate.

Cats: rhinotracheitis, calicivirus, feline panleukopenia (trivalent), chlamydia felis and feline leukaemia as well as those others that it might be necessary to administer at any time through decision of the Veterinary Regulation Directorate.

Warranted full compliance with the provisions of the Animal Welfare Act and any other relevant legislation/s or regulations.

Those **pets** that are **less than three months** or **more than nine years old** shall not be subject to insurance, although an extension of the contract may be made in the latter case.

SECTION 1 - ACCIDENT, DEATH AND VETERINARY FEES ARISING FROM ACCIDENT ONLY STANDARD COVER

We will pay **you**, up to the limit/s specified in the **Schedule**, the **veterinary care expenses** and the **agreed value** of the **insured pet** due to death or **necessary putting down**, which are brought about by an **accident** suffered by the **insured pet**, stemming from any one of the following circumstances:

- Run over.
- Fights with other animal/s unless organised.
- Fractures, **trauma** or internal injuries suffered because of **accident** or in the **pet's** normal activity of running or jumping.
- Traffic **accidents**.
- Falls from heights causing the **pet trauma** or internal injuries.
- Ingestion of foreign bodies, with incidents under this heading being limited to one **accident** per **period of insurance**.
- Any other **bodily injury** stemming from an external, sudden, violent cause, against the **Insured's** will, including acts of vandalism, including poisoning occurring 12 months after the inception of this **Policy**.
- **Dystocial delivery** or **caesarean**.
- **Heatstroke** unless through **your** negligent and/or intentional act/s.
- **Gastric dilation/torsion** complex.

Likewise, for the purposes of this Section, the **veterinary care expenses** shall only be deemed to include the costs of the **necessary putting down** of the **insured pet** and those involved in the subsequent **disposal of the carcass**, if this should prove advisable, in the **veterinarian's** opinion, due to the nature of the injuries suffered as a result of the above-mentioned acts.

For claims arising from an **accidental** nature the following shall apply:

The **Insured** shall proceed to the **veterinarian** nearest to the place of the occurrence and be obliged to obtain a veterinary report.

In case of **accident**, payment will be established according to the following rules:

If the **insured pet** dies or has to be put down, **we will pay** its **agreed value** and the expenses involved in putting down of the **pet** and **disposal of the carcass**, considering these as **veterinary care expenses**, up to the maximum limit shown in the **Schedule**.

In case of **accident** that does not cause the **pet's** death nor make it necessary for it to be put down, the **veterinarian** attending it should issue a written report addressed to **us**, setting out the diagnosis, treatment and residual **sequelae** that the **pet** may have after treatment.

- If the **pet's** recuperation is going to be such that, in the **veterinarian's** opinion, it will be possible for it to go on performing its functions, **we** will meet the **veterinary care expenses**, up to the limit specified in the **Schedule**.
- If the **pet** is going to be affected by significant permanent **sequelae**, in the veterinary's opinion, the **Insured** may choose whether he wants to keep it or not.
- If he should decide to keep the **pet**, **we** will meet the **veterinary care expenses**, up to the limit specified in the **Schedule**. Otherwise, **we** will indemnify the **Insured**, up to the limit specified in the **Schedule**, for the value of the **pet** as well as for the expenses stemming from the veterinary care given, which shall include the expenses of putting down and **disposal of the carcass**.

Following an **accident** to the **insured pet**, **we** will also pay, up to the limit specified in the **Schedule**, for the following;

- Veterinary consultation
- Diagnostic tests
- Laboratory tests
- Surgery, anaesthesia and post-surgical veterinary costs arising from the surgery
- Hospitalization of **pet** in veterinary clinic
- Veterinary care at home

Cover following accidents and veterinary care expenses following accidents will not come into force until 15 days have passed from the effective date of the first period of insurance

We will not pay for the following;

- Poisoning or intoxication for the first 12 months of cover in force.
- Injuries other than those mentioned above.
- Lesions or diseases due to or stemming from the **pet's** age.
- Surgical operations of a cosmetic type, such as those carried out on some breeds for modelling ears or tails, as well as nail removal.
- Any event occurring as a result of taking part in hunting.
- **Caesarean** or **dystocial delivery** in those breeds in which delivery usually require veterinary assistance because of their anatomical characteristics.

SECTION 2 – VETERINARY FEES ARISING FROM SICKNESS AND ILLNESS
OPTIONAL COVER – THIS SECTION WILL ONLY APPLY IF IT IS SHOWN AS INCLUDED IN THE SCHEDULE

Following a **sickness** or **illness** to the **insured pet**, we will also pay, up to the limit specified in the **Schedule**, for the following;

- Veterinary consultation
- Diagnostic tests
- Laboratory tests
- Surgery, anaesthesia and post-surgical veterinary costs arising from the surgery
- Hospitalization of **pet** in veterinary clinic
- Veterinary care at home

For sickness and /or illness cover to apply the insured pet must not be over 7 years old. The insured will need to;

- **Declare all information on previous surgeries undergone by the insured pet**
- **Declare a good health status of the insured pet stating that it was free from any illness or disease during the last twelve months**

Cover for veterinary care expenses following sickness and /or illness will not come into force until 15 days have passed from the effective date of the first period of insurance.

We will not pay for the following;

- Poisoning or intoxication within the first twelve months.
- Lesions or diseases due to or stemming from the **pet's** age.
- Surgical operations of a cosmetic type, such as those carried out on some breeds for modelling ears or tails, as well as nail removal.
- **Caesarean** or **dystocial delivery** in those breeds in which delivery always requires veterinary assistance because of their anatomical characteristics.
- The cost of dental treatment

SECTION 3 – THEFT AND STRAYING STANDARD COVER

We will pay you the agreed value of the pet as specified in the Schedule, in case of theft of the insured pet, subject to proof and presentation of the appropriate value documentation.

In case of **straying** of the **insured pet**, up to a **maximum cost as specified in the Schedule** is payable in order to announce the loss in the press or on the local radio, inclusive of a pre-agreed reward to the person finding the **pet**. If the **insured pet** is not found within a month, **we will also pay the agreed value specified in the Schedule**. If the **pet** returns home **you** will have to refund **our** payment of the **agreed value** made to **you**.

Unless agreed otherwise in writing, **theft and straying cover will not come into force until 15 days** have passed from the effective date of the first **period of insurance**.

SECTION 4- PUTTING DOWN OF PET/DISPOSAL OF CARCASS DUE TO OLD AGE AND SICKNESS STANDARD COVER

We will pay you, up to the limit as specified in the Schedule, the costs for the necessary putting down of the insured pet, as well as for the consequent disposal of the carcass, when this is the right procedure to take, in the veterinarian's opinion, due to the pet's irreversible physical deterioration due to old age or illness.

For this section to be effective, the following shall apply:

- The cover shall not come into force until 1 year has passed from the date of the **insured pet's** inclusion in this **Policy**.
- The **veterinarian** performing it considers that it is necessary for the reasons mentioned above.

We will not pay you for the following:

- Veterinary services other than those performed for the **necessary putting down** of the **pet** and subsequent **disposal of the carcass**.
- **Necessary putting down** and **disposal of the carcass** for reasons other than those mentioned above.

SECTION 5 – PET'S STAY AT A KENNEL OR CATTERY STANDARD COVER

We will pay you for the **pet's stay at a kennel or cattery**, up to the **limit as specified in the Schedule**, provided that this circumstance is due to **your** hospitalisation due to **accident** or **illness** and that the **pet** cannot be looked after by a relative.

Cover will not come into force until 15 days have passed from the effective date of the first **period of insurance**.

For the purposes of this cover, the maximum permissible length of the **pet's stay at a kennel or cattery** shall be the same as the number of days in which **you** are hospitalised, although it may be extended for a further two days to allow for hospital admittance and discharge adjustments.

We will not pay when the hospitalisation is of a person other than **you**, even though he/she is the one who looks after the **pet**, or in the case of **your** death, or when there is no concurrent hospitalisation or when the hospitalisation is for only one day,

SECTION 6 – LEGAL EXPENSES STANDARD COVER

We will pay, up to the limit as specified in the Schedule, the expenses incurred by **you** as a result of **your** judicial or arbitral interventions or the provision of legal aid services needed resulting from the ownership of the **insured pet**.

We will not pay;

- i. the first part **of each and every claim, as specified in the Schedule**
- ii. any incident or matter which commences before the **period of insurance** or which occurs outside **Malta**
- iii. costs recoverable under section 7 of this **Policy**.
- iv. costs in any action against another person who is **insured** by this **Policy** or against **us** or any of **our** agents or intermediaries.

SECTION 7 – YOUR LIABILITY TO OTHERS STANDARD COVER

We will cover **you** against **your** legal liability for property damage and **bodily injury**, claimant's costs and expenses incurred solely as owner of the **pet**, up to a **Limit of Liability as specified in the Schedule**.

We will also pay **your** defence costs and legal expenses, if **we** agree to do so in advance, up to the maximum limit as specified in the **Schedule**. This cover is being provided subject that **our** legal advisor or other expert/s are satisfied that there is a reasonable prospect that **you** will be successful with **your** claim and the legal proceeding will be dealt by a court or other competent body in **Malta**.

This cover applies to incidents which take place during the **period of insurance** in **Malta**.

In the event of **your** death, **we** will also cover **your** legal personal representatives in respect of **your** legal liability for property damage and **bodily injury** covered by this **Policy** provided that **your** legal personal representatives observe the terms of this **Policy** as far as they can apply.

We will not cover **your** liability:

- i. covered by any other insurance
- ii. in connection with injury including death, **disease** or **illness** caused by the **insured pet** to **you**

SECTION 8 – TRAVEL INSURANCE OPTIONAL COVER – THIS SECTION WILL ONLY APPLY IF IT IS SHOWN AS INCLUDED IN THE SCHEDULE

Subject to the limit/s as specified in the **Schedule** and subject to this section being noted as operative therein, the cover under the **Policy** is extended to any European Union country(ies) whilst on holiday therein.

Any territorial and jurisdiction limitation included in other sections of this **Policy** shall be deemed to be extended to include the said European Union country(ies).

Warranty in respect of vaccinations shall be extended to comply with the European Union regulations for the country(ies) visited.

Cover is limited to a maximum of 10 consecutive days per trip.

GENERAL EXCLUSIONS

We will not pay for any:

excess(es) shown in the **Schedule**;

- i. costs, expenses or fees for preparing any claim **you** make under this **Policy**;
- ii. **pet/s** other than those specified in the **Schedule**;
- iii. loss or damage occurring or arising from an event which happens before this **Policy** commences;
- iv. fines, penalties, punitive or exemplary damages;
- v. claim resulting from deception by **you**;
- vi. claim arising from the owner's deliberate or malicious acts.
- vii. claim arising from a pre-existing medical condition of the **insured pet**;
- viii. claim arising during travel with the **insured pet** abroad unless cover under Section 8 is shown as included in the **Schedule**;
- ix. **insured pet** trained to guard or for working purposes except guide **dogs** and those whilst used for hunting or any kind of sport;
- x. cost of any treatment if a claim has not been submitted within 1 year of the **pet** receiving treatment and/or the cost of any treatment being necessary more than 12 months after the date the **accident** happened or the **illness** was first treated and/or **chronic illness** of any kind;
- xi. loss or damage arising from or occasioned by:
 - a. war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, civil disturbance, rebellion, revolution, military force or coupe, conflict or commotion;
 - b. any chemical, biological, bio-chemical or electromagnetic weapon;
 - c. ionizing radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment;
 - d. pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds.

GENERAL CONDITIONS

1. **We** will provide cover under this **Policy** only if the material information **you** gave **us** when applying for insurance or when making a claim is true to the best of **your** knowledge and belief. To be covered by this **Policy**, **you** must keep to the terms, conditions and **Endorsement(s)** of this **Policy**
2. **You** must do all that **you** reasonably can to prevent loss of and damage caused by the **insured pet** under this **Policy** and to maintain the **pet** in a healthy state of well-being.
3. As soon as **you** become aware of an event or cause that may lead to a claim under this **Policy**, **you** or **your** legal representatives must:
 - i. inform **us** immediately and provide **us** at **your** own expense with all the information and help **we** need;
 - ii. inform the Local council and the Police immediately about any loss relating to **your pet**;
 - iii. do all **you** can to recover **your pet** or minimize the loss;
 - iv. in case of claims arising out of sections 1, 2 and 4, proceed to the **veterinarian** nearest to the place of the occurrence and be obliged to obtain a veterinary report.
 - v. in case of claims arising out of section 3 obtain a Police report and notify **your veterinarian** and the relevant Authorities;
 - vi. in case of claims arising out of section 5 supply **us** with a hospital admittance/discharge note;
 - vii. forward to **us** immediately and unanswered any writ, summons or other legal documents served on **you** or **your** family in connection with any claim or legal liability arising from ownership of **your pet**;
 - viii. not discuss, admit, reject or negotiate on any claim with anyone else without **our** written consent.
4. **We** will handle and settle **your** claims in the following manner:
 - i. in the event of loss of the **pet** as described in the **Schedule**, **we** will settle **your** claim by making a payment.
 - ii. **we will not pay** more than the limit/s specified in the **Schedule** for all claims resulting from one incident or **accident**.
 - iii. **we may take** over and conduct in **your** name with complete and exclusive control, the defence or settlement of any claim;
 - iv. **we** may at **our** expense and for **our** own benefit start legal action in **your** name to recover compensation from others in respect of any amount paid or payable under this **Policy**;
 - v. for any claim or series of claims arising from one event involving legal liability covered by this **Policy**, **we** may either pay up to the limit shown in the **Schedule** less any amounts previously paid or any lower amount for which **we** can settle **your** claim. Once **we** have made the payment, **we** will have no further liability for **your** claim;
5. Where fraud (including exaggeration) is detected, claims will not be paid and **we** may refer the matter to the Police for criminal prosecution. The **Policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.

6. Other than cover under Section 7, if any loss, damage or liability which **you** are claiming for under this **Policy** is covered by any other insurance, **we** will pay only **our** proportionate share of that claim
7. **You** may cancel this **Policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided no claim or loss has arisen in the current **period of insurance**, **we** will return part of the premium calculated on **our** cancellation rates for the unexpired **period of insurance**.
8. **We** may cancel this **Policy** by sending **you** a registered letter giving **you** 7 days' notice to **your** last known address. **We** will refund the appropriate proportion of **your** premium worked out on a pro-rata basis from the date of **our** letter.
9. If **we** disagree about the amount to be paid under this **Policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. **We** will write to **you** to inform **you** of this option and **you** must then write and tell **us** if **you** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be determined by the arbitrator. The making of an award is a condition precedent to any right of action against **us**.

Using the arbitration procedure does not preclude **you** from appealing against the arbitrator's decision in a court of law.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response.

HOW TO COMPLAIN

STEP 1 – CONTACTING US

The first step is to talk to a member of **our** personnel or of the intermediary if the **Policy** was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else, then address the matter to the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this, then **we** will take a record of the concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

STEP 2 – TAKING THE COMPLAINT FURTHER

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to Complaints Officer, MAPFRE Middlesea plc, Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@middlesea.com. **Your** communication should set out the details, explain what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes of the complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, it shall be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **you** can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and will inform **you** when **we** expect to provide a full response.

TAKING YOUR COMPLAINT ELSEWHERE

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact:

Office of the Arbiter for Financial Services
N/S in Regional Road,
Msida MSD 1920
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.