

# BLUE

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## INSURANCES



COVERED PETS ARE HAPPY PETS

# Essential Pet Insurance

POLICY DOCUMENT  
2010-2011

Blue Insurances Limited is regulated by the Central Bank of Ireland and is EEA authorised to provide insurance services in the United Kingdom by the Financial Service Authority (UK).

# Essential 12 Month Pet Insurance for Cats & Dogs

## Your Policy Document

In return for having accepted your premium **The Underwriters** will, in the event of accidental external **Injury** or loss happening to **Your Pet** within the **Period of Insurance**, provide insurance as described in this **Policy Document** and **Your Certificate of Insurance**.

The information **You** have supplied forms part of the contract of insurance with **The Underwriters**. This **Policy Document** and **Your Certificate of Insurance** are evidence of that contract.

Blue Insurances Limited are authorised by **The Underwriters** to issue approved **Certificates of Insurance** on **Their** behalf providing insurance in the terms below.

Please read these documents carefully and keep them in a safe place. If, after reading these documents, you have any questions please contact **Blueinsurance.ie** via **Our** website or by writing to Blueinsurance.ie, Plaza 212, Blanchardstown Corporate Park, Dublin 15.

## Definitions

**In this Policy certain words are defined and whenever they are used will have the meaning shown below:**

### **12 Months**

A period of 365 days from and including the date an Injury occurred, or the date on which the first Clinical Signs of an Illness manifested

### **The Administrators, We, Us, Our**

Blue Insurances Ltd, Plaza 212, Blanchardstown Corporate Park, Dublin 15

### **The Underwriters, They, Them, Their**

Amlin Syndicate 2001 at Lloyd's

### **The Insured, You, Your**

The person or persons named as The Insured in the Certificate of Insurance

### **Policy Document**

This Policy Document setting out Your policy terms and conditions

### **Certificate of Insurance**

The corresponding Certificate of Insurance, which includes any Endorsement that applies to this Policy Document in Your name as The Insured and giving the details of Your Pet

### **Period of Insurance**

The Period of Insurance as described in the Certificate of Insurance and for which The Underwriters have accepted the premium

### **Your Pet**

The cat or dog named in the Certificate of Insurance

### **Excess**

The amount You are required to pay as the first part of certain claims made under this Insurance. In the event of a claim being made under more than one Section of the Policy Document for the same incident You are only responsible for one Excess

### **Treatment**

Any examination, consultation, advice, tests, x-rays, medication, surgery, nursing and care provided by a veterinary practice or a member of a professional organisation acting under a vet's direction

### **Complementary Treatment**

Physiotherapy, acupuncture, osteopathy, hydrotherapy and chiropractic treatments.

### **Maximum Benefit**

The most The Underwriters will pay out under each section of this insurance

### **Pre-existing Medical Condition**

Any condition or complication directly resulting from that condition, that has been identified or investigated by a vet or is otherwise known to You prior to the start of this insurance

### **Condition**

All Clinical Signs of injury, illness or disease

### **Clinical Signs**

Changes in Your Pet's normal healthy state, its bodily functions or behaviour

### **Illness**

Sickness or disease, or change in Your Pet's normal healthy state

### **Injury**

Physical damage or trauma caused immediately by an unforeseen and sudden external accident. Injury does not include physical damage or trauma that occurs or manifests over a period of time

### **Market Value**

The price generally paid for a similar pet based on its age, breed and pedigree at the time You took ownership

### **Journey**

A Journey is a trip or any period of time up to a maximum of thirty days spent by You with Your Pet when travelling within the European Union

### **Area 1 – Dublin**

Areas within Dublin 1 to 24 inclusive

### **Area 2 – Rest of the Republic of Ireland**

All areas of the Republic of Ireland excluding those areas defined as "Area 1 - Dublin" above

### **Pet Passport**

A scheme that allows people in the Republic of Ireland to take their pets to certain countries and bring them back again without the need for quarantine

# General Conditions

- To the best of **Your** knowledge and belief at the start of this insurance **Your Pet** is in good health and free from any **Injury, Illness** or physical disability unless this has been disclosed by **You** and accepted by **The Underwriters**.
- It is obligatory that **Your Pet** has received an annual vaccination against the following – Dogs: distemper, hepatitis, leptospirosis and parvovirus. Cats: feline infectious enteritis, feline leukaemia and cat flu. If **You** do not keep **Your Pet** vaccinated **The Underwriters** will not pay any claims that result from any **Illness** that it should have been vaccinated against.
- During the **Period of Insurance** **You** must take care of **Your Pet** which includes arranging and paying for any **Treatment** normally recommended by **Your** vet to prevent or reduce the risk of **Injury** or **Illness**.
- You** must be the owner of the pet. **Your** cover will cease immediately if **Your Pet** is sold or given away.
- If **You** have any legal rights against any other party in respect of **Your** claim, **The Underwriters** will be entitled to take legal action against them in **Your** name at **Their** expense. **You** must assist **Them** by providing any documents that **They** might reasonably request.
- You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
  - makes a claim knowing the claim to be false or fraudulently exaggerated in any respect or
  - makes a statement in support of a claim knowing the statement to be false in any respect or
  - submits a document in support of a claim knowing the document to be forged or false in any respect or
  - makes a claim in respect of any loss or damage caused by **Your** willful act or with **Your** connivance

## Then the Underwriters

- will not pay the claim
  - will not pay any other claim which has been or will be made
  - may at **Their** option declare the **Certificate of Insurance** void
  - will be entitled to recover from **You** the amount of any claim already paid since the last renewal date
  - will not make any return of premium
  - may inform the police of the circumstances
- You** agree that any vet that has treated **Your Pet** has **Your** permission to release any information that **The Underwriters** might reasonably request concerning **Your** insurance. Any charge for the release of this information will be **Your** responsibility.
  - When **The Underwriters** offer a further **Period of Insurance** **They** will be entitled to change the premiums, **Excess**, conditions or to apply exclusions due to the claims history of **Your Pet**.
  - You** must send **The Underwriters** a completed claim form. If all or part of **Your** claim cannot be paid **They** will tell **You** in writing.
  - If **You** have received a microchip discount on **Your** first year's premium, **You** confirm that the microchip fitted to **Your Pet** meets ISO Standard 11784 or ISO Standard 11785, and that it has been checked and found to be functioning properly in the 12 months prior to the inception of **Your Policy**.

# Details of Your Cover

**The Underwriters** will provide **You** with the following cover provided that **You** have paid the correct premium and that no restrictions are shown on **Your Certificate of Insurance**.

The following table shows the **Maximum Benefit** up to which **You** will be able to claim:

COVER		ESSENTIAL (12 Month Cover)
Section 1	Veterinary Fees	€1,500
Section 2	Third party liability (dogs only)	€250,000

## Section 1 – Veterinary Fees

### What The Underwriters will pay

All reasonable and customary costs for **Treatment** of **Your Pet** by a vet up to the **Maximum Benefit** for the total cost of all **Injuries** in the **Period of Insurance**.

**The Underwriters** will pay up to the **Maximum Benefit** in total for the costs of **Treatment** of **Your Pet** for all **Injuries** for a maximum of **12 months** from and including the date during the **Period of Insurance** on which an **Injury** occurred, as long as **You** have paid the premium to keep the insurance in force.

What **You** must pay for in respect of each **Injury**.  
The amount shown in the table below:

	Area 1 Dublin 1 - 24	Areas 2 Rest of the Republic of Ireland	Pets under 8 years of age at the time of Treatment	Pets 8 years of age or over at the time of Treatment
Pedigree Dog/ Select Breed	€125	€125	Plus 15% of the remainder of the cost of <b>Treatment</b> if the claim (or the total cost of continuation <b>Treatment</b> ) exceeds €500	Plus 15% of the remainder of the cost of <b>Treatment</b>
Crossbreed Dog	€125	€125		
Pedigree Cat	€100	€100		
Domestic Cat	€100	€100		

## What The Underwriters will not pay

1. More than the **Maximum Benefit** for the total cost of all **Injuries** in the **Period of Insurance**.
2. Costs resulting from a **Pre-existing Medical Condition**.
3. Costs resulting from any **Illness**.
4. Any costs of **Treatment**, medicines or supplies given to **Your Pet** on a date more than **12 months** from and including the date an **Injury** occurred.
5. Any costs of **Treatment**, medicines or supplies given to **Your Pet** for any **Injury** if **The Underwriters** have already paid for the costs of **Treatment** for **12 months** for any **Injury** with the same **Clinical Signs**.
6. The cost of **Treatment** **Your** vet recommends to prevent an **Illness** or **Condition**.
7. The cost of dentistry that is not related to an **Injury**.
8. The cost of killing or controlling fleas, general health enhancers and unconventional or unlicensed **Treatment**.
9. Training, behavioural or sex hormonal problems unless directly resulting from a valid claim.
10. Obesity diets and/or prescription diets after the first 4 weeks of a specific **Condition**.
11. Costs resulting from vaccinations, spaying, castration, pregnancy or giving birth.
12. Any costs for **Complementary Treatments**.
13. Cost of house calls unless the vet confirms that moving **Your Pet** would damage its health.
14. Extra costs of treating **Your Pet** outside normal surgery hours unless the vet considers an emergency consultation is necessary.
15. Costs that result from any **Illness** or any **Condition** specifically excluded on the **Certificate of Insurance**.
16. Continuation claims unless **You** have paid the premiums to keep the insurance in force.
17. The cost of having **Your Pet** cremated, buried or otherwise disposed of.

Special General Conditions and Exclusions applicable to Section 1 – Veterinary Fees

1. **The Underwriters** will only pay the **Maximum Benefit** applicable on the date during the **Period of Insurance** on which the **Injury** occurred.
2. Irrespective of the number of times the same **Injury** occurs, **The Underwriters** will only pay the **Maximum Benefit** once and apply one period of **12 months** from the date during the **Period of Insurance** on which the **Injury** first occurred.
3. **The Underwriters** will only pay the **Maximum Benefit** once, and will apply one period of **12 months** for all the **Injuries** or **Clinical Signs**, if several **Injuries** or **Clinical Signs** are either diagnosed as a single **Injury**, or are caused by or are associated with another **Injury** or **Clinical Sign**.

The date from which the period of **12 months** will be calculated will be the date during the **Period of Insurance** on which any of the **Injuries** occurred.

## How to make a claim

**You** can download a claim form from **Our** website [www.Blueinsurance.ie](http://www.Blueinsurance.ie), or call the claims helpline on **0818 286521**.

Before **Your Pet** is treated check that **Your** vet is willing to complete the claim form and supply **The Underwriters** with the supporting invoices.

The claim form and invoices must be returned to **The Underwriters** promptly. Failure to notify **Them** promptly may result in a reduced settlement being paid. Please make sure that the form is signed by both **You** and **Your** vet and that it is indicated to whom **The Underwriters** should make the payment.

If **You** ask **The Underwriters** to pay **Your** vet **You** must settle with **Your** vet the part of the claim for which **You** are responsible. If **You** are unsure of the amount please call the claims helpline.

## Section 2 - Third Party Liability

### This section applies to dogs only

For the purposes of this section the definition of “**You**” and “**Your**” is extended to include any person looking after **Your** dog with **Your** permission.

### What The Underwriters will pay

If someone is injured or killed or their property is damaged as a result of an incident involving **Your** dog during the **Period of Insurance** **The Underwriters** will pay:

1. Compensation and costs awarded against **You** by a court in the Republic of Ireland under Irish jurisdiction up to the **Maximum Benefit** in the aggregate and in all for all incidents occurring during the **Period of Insurance**.
2. With **The Underwriters** written agreement additional legal costs and expenses incurred in defending the claim made against **You** up to the **Maximum Benefit** in the aggregate and in all for all incidents occurring during the **Period of Insurance**.

### What You pay

The first €250 of any claim for physical damage.

### What The Underwriters will not pay

1. Any compensation, costs or expenses if **You** are insured under any other liability policy including **Your** household insurance, unless that cover has been exhausted.
2. More than the **Maximum Benefit** in the aggregate and in all for all incidents occurring during the **Period of Insurance**.
3. Any compensation, costs or expenses which arise only because **You** have entered into a contract which makes **You** legally liable for such compensation, costs or expenses.
4. Any compensation, costs or expenses that arise due to a deliberate act by **You**, a member of **Your** family or anyone permanently living with **You**.
5. Any compensation, costs or expenses in respect of property which is damaged that either belongs to **You** or any person who lives with **You** or whom **You** employ.
6. Any compensation, costs or expenses if the person injured or killed lives with **You** or is employed by **You**.
7. Any costs or expenses involved in defending **You** against a claim that **The Underwriters** have not agreed to beforehand in writing.
8. Any compensation, costs or expenses for which **You** are deemed responsible under the laws of Canada or the United States of America.

### How to Make a Claim

Following an incident **You** must never admit responsibility or attempt to negotiate a settlement.

**You** should immediately call the claims helpline to give **The Underwriters** full details. **You** must always send **The Underwriters** immediately and without answering the originals of any documents **You** receive including writs, summons and other legal documents.

**You** must help **The Underwriters** in dealing with **Your** claim by giving any information that **They** might request.

**You** must allow **Them** to take over the claim in **Your** name to prosecute other parties for **Their** benefit.

## General Exclusions

1. Any claim arising directly or indirectly as a result of war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event.
2. Any liability that arises from radioactive contamination, nuclear fallout or other similar event.
3. Any incident occurring outside the Republic of Ireland.
4. Claims under any section excluded on the **Certificate of Insurance**.
5. Any pet under 8 weeks old.
6. Any pet 8 years old or over at inception.
7. **The Underwriters** are unable to insure the following: Cane-Corso, Rottweiler (American), Shar-pei, Pit Bull Terrier, Pit Bull (American), Staffordshire Terrier (American), Perro-De-Presa Canario, Dogo Argentino, Japanese Tosa, Fila Brasileiro, Wolves or Wolf Hybrids, or a dog crossed with these breeds.
8. Any claim associated with rabies.
9. Dogs used for guarding, track racing, coursing or working dogs of any kind.
10. Any loss, **Injury**, damage, **Illness**, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
  - Avian Influenza or any derivation or variant thereof;
  - arising from any fear or threat (whether actual or perceived) of such Avian Influenza;
  - any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian Influenza.If **The Underwriters** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon **You**.
11. Any claim which is covered under any other policy, unless the cover provided by that policy or policies has been exhausted.

## Cancellation - Your Right to Cancel

**You** are free to cancel this policy at any time by contacting **Us** via our website [www.Blueinsurance.ie](http://www.Blueinsurance.ie) or by writing to **Us** at Blueinsurance.ie c/o Blue Insurances Limited, Plaza 212, Blanchardstown Corporate Park, Dublin 15.

If, within 14 days of either receiving **Your** policy documentation, or the start of the **Period of Insurance**, **You** find that it does not meet **Your** requirements **You** may cancel **Your** policy by returning the documentation along with written instruction to **Us**. **We** will refund the premium paid in full provided that no claim has been submitted nor any incident likely to give rise to a claim has occurred.

For cancellation occurring after the first 14 days of receiving **Your** policy documentation, if there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance**, **We** will calculate the appropriate premium based on the scale below for the period **You** have been insured and refund any balance due.

### Cancellation Charges

Up to 1 Month 20% Charge  
Up to 3 Months 40% Charge  
Up to 6 months 60 % Charge  
Up to 8 months 80 % Charge

After 8 Months no refund due at all.

If a claim has been submitted or there has been any incident likely to give rise

to a claim during the current **Period of Insurance** no premium refund will be given.

If the premium is paid under a monthly instalment or premium finance plan and a claim has been settled during the current **Period of Insurance**, **You** must continue with the instalment or premium finance payments. No refund of premium will be made under a monthly instalment or premium finance plan.

**We** reserve the right to cancel this policy immediately in the event **You** fail to pay **Your** premium or in the event that **You** fail to meet the repayments in accordance with any instalment or premium finance plan.

**We** may also cancel the policy with 7 days notice by sending written notification, by recorded delivery, to **You** at **Your** last known address.

## Claims Procedure

If **You** are claiming for veterinary fees please follow the guidance in "Section 1 – Veterinary Fees" of this **Policy Document**. **You** can download a claim form from **Our** website [www.Blueinsurance.ie](http://www.Blueinsurance.ie), or call the claims helpline on **0818 286521**.

In circumstances involving a possible claim under any other section of this insurance **You** should call the claims helpline on **0818 286521**. This is available 8am – 6pm Monday to Friday. Outside these hours **You** can leave **The Underwriters** a message and **They** will give it priority treatment.

Alternatively write to Blue Insurances Limited, Plaza 212, Blanchardstown Corporate Park, Dublin 15.

## Our Service Commitment to You

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions about **Your** policy or the handling of a claim, or **You** wish to make a complaint, **You** should, in the first instance contact **Us** via **Our** website [www.Blueinsurance.ie](http://www.Blueinsurance.ie) or in writing to Blue Insurances Limited, Plaza 212, Blanchardstown Corporate Park, Dublin 15. Alternatively telephone **Us** on 0818 44 44 49.

In the event that **You** remain dissatisfied with **Our** handling of and response to **Your** complaint **You** may wish to refer **Your** complaint to the Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2. Low call 1890 88 20 90.

Alternatively **You** can refer the matter to Lloyd's Policyholder and Market Assistance, Lloyd's Market Services, G6/86, One Lime Street, London EC3M 7HA . Tel: +44 20 7327 5693 Fax: +44 20 7327 5225. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Complaints that cannot be resolved by Policyholder and Market Assistance at Lloyd's may be referred to the UK Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. Referral to the Financial Ombudsman will not affect **Your** right to take legal action.

## Law Applicable to Contract

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



the country in which **You** reside at the date of the contract (or in the case of a business, the law of the country in which the registered office or principal place of business is situated will apply).