



Policy Wording

Value | Plus | Premier



This booklet contains Your **Insurance Terms and Conditions.**

Please read in conjunction with your certificate of insurance and insurance product information document (IPID) to understand the cover for your pet.

Effective from 1 September 2022

*This English translation is provided for **Your** convenience only, it should not be relied upon as an accurate translation. In the event of discrepancies, the German original version shall prevail over the English translation.*

Petcover EU Agentur GmbH

Klostertal 60
2770 Gutenstein

Telephone 0800 400 720 | **Email** info.at@petcovergroup.com | **Website** petcovergroup.com/at

Petcover EU Agentur GmbH, GISA number: 32484052, works as an insurance agent and has the following agency relationships:
Petcover EU Agentur GmbH is entitled to receive premiums for the insurance company or amounts intended for the customer.
Your insurer is Arch Insurance (EU) DAC with its registered office at Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.

Hello and thank you for choosing Petcover

Thank you for choosing to insure with Petcover, we are delighted to have you and your pet as part of the family.

We hope your pet is in the best of health, but rest assured, if you need us we'll be there to help. We do all we can to make the claims process as quick and easy as possible so you can count on a prompt and caring service from our experienced staff when you need it most.

The details of the cover the policy provides are included in this booklet as well as useful information to make claiming as straightforward as possible.

Wishing you and your pet a happy and healthy time ahead.

The Petcover Team

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Insurance terms and conditions

Petcover does not provide advice and does not provide any personal recommendation about the insurance products offered.

Demands and Needs – who is this product suitable for?

This product meets the demands and needs of a pet owner who wants cover for the ongoing costs of costs of veterinary treatment, for illnesses and injuries, during the life of their pet, with the option to add additional cover if required.

Important information

This document, the certificate of insurance and any related exclusion form part of **Your** insurance documentation.

This insurance documentation sets out the terms and conditions of the contract of insurance between you and the insurer. Please read the whole document carefully and keep it in a safe place. It is important that you:

- check that the information contained in the certificate of insurance is accurate (see 'Information you have given us'); and
- comply with all **Your** duties and obligations under the insurance, including the important conditions below, and the action you must take in the event of a claim.

Failure to comply with the above could adversely affect **Your** insurance and any claim you make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately provided us with false or misleading information, we will treat this insurance as if it never existed and decline all claims.

If we establish that you provided us with incorrect or incomplete information that we have relied upon in accepting this insurance and setting its terms we may:

1. withdraw from the contract within one (1) month of becoming aware of the breach of the duty of disclosure, unless the notification was made incorrectly through no fault of **Your** own. In the event of withdrawal, you and the insurer are obliged to return the benefits received to each other. If the cancellation is declared after the insured event occurs, the obligation to pay benefits remains if the circumstance, in view of which the duty to notify has been violated, has no influence on the occurrence of the insured event or insofar as it has not influenced the scope of the insurer's benefits. The insurer's right to contest the contract because of fraudulent deception about hazards remains unaffected.
2. if you breached **Your** duty of disclosure when concluding the contract and the right of withdrawal is excluded because you are not at fault, we can request a higher premium from the beginning of the current insurance period if this is appropriate in view of the higher risk (the same applies if at the conclusion of the contract a significant circumstance for the assumption of the risk was not reported because you were not aware of it). The entitlement to the higher premium expires if it is not asserted within one (1) month from the point in time at which the insurer becomes aware of the breach of the duty of disclosure or of the fact that has not been reported.
3. if, however, the higher risk is not assumed for a higher premium in accordance with the principles governing the business of the insurer, the insurer can terminate the insurance relationship with one (1) months' notice. The right of termination expires if it is not asserted within one (1) month from the point in time at which

the insurer becomes aware of the breach of the duty of disclosure or of the fact that has not been reported.

We will contact you in writing if we:

- intend to withdraw from this insurance; or
- increase **Your** premium; or
- cancel this insurance.

Your duty to disclose to us

It is an essential part of **Your** insurance that you disclose to us changes to **Your** pet's health or **Your** personal circumstances at the commencement, during the period of insurance and at the renewal of **Your** insurance. The information you need to tell us about is detailed below.

Your pet's health:

You must tell us:

- if **Your** pet has shown any signs of illness or injury or been unwell regardless of whether or not **Your** pet was seen by a vet for the problem.
- if **Your** pet has been seen by a vet for any reason other than routine procedures and/or neutering.
- if **Your** pet has had any treatment for which **Your** pet may have been seen by a vet or any issues you have discussed with a vet regarding **Your** pet's health, whether or not any treatment resulted from such discussion.
- if **Your** vet or veterinary practice has advised that **Your** pet's weight is over the normal limits.

Your circumstances:

You must tell us if:

- you become aware that any details shown on **Your** certificate of insurance are incorrect
- **Your** address or the address at which **Your** pet is kept has changed.
- you no longer own any of the pets shown on **Your** certificate of insurance.
- you have had any other pet(s) at the same premises needing veterinary treatment, pass away or that were stolen in the last twelve (12) months.
- there have been any break-ins or attempted break-ins at the premises where **Your** pet is kept in the last twelve (12) months.
- you become aware of any contagious or infectious diseases at the premises where **Your** pet is kept or if there have been any contagious or infectious diseases at the premises where **Your** pet is kept in the last twelve (12) months.
- **Your** pet is used for a commercial purpose/kept on commercial premises or starts to be used for a commercial use/kept on commercial premises.
- **Your** pet is kept in an alcohol licensed premises.

Who does the duty apply to?

The duty of disclosure applies to you and everyone that is an insured under the policy. If you provide information for another insured, it is as if they provided it to us.

What happens if the duty of disclosure is not complied with?

If the duty of disclosure is not complied with, we may withdraw from this policy, cancel the policy and/or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Premium payment

You agree to pay us the full amount of the premium, or each instalment where we have agreed that you may pay **Your** premium by instalments, by the date specified on **Your** payment schedule.

If the first or one-time premium is not paid within fourteen (14) days of the conclusion of the insurance contract and the request to pay

the premium, the insurer is entitled to withdraw from the contract as long as the payment has not been made. It is considered a withdrawal if the claim to the premium is not legally asserted within three (3) months of the due date. If the first or one-time premium is not paid at the time the insured event occurs and after the deadline, the insurer is released from the obligation to pay unless the policyholder was unable to pay the premium in good time without fault of his own.

If you do not pay a follow-up premium on time, the insurer can set a written payment deadline of at least two (2) weeks for you at **Your** expense and he must notify you of the legal consequences: If the insured event occurs after the deadline has expired and you are at the time of the event in arrears with the payment of the subsequent premium, the insurer is released from the obligation to provide benefits, unless you were unable to make the timely payment through no fault of **Your** own. After the expiry of the period, the insurer can terminate the insurance relationship without giving notice if you are in arrears with the payment. The notice of termination can already be linked to the determination of the payment deadline so that it becomes effective when the deadline expires if you are in arrears with the payment at this time. We will expressly draw **Your** attention to this with the cancellation. The effects of the termination cease to apply if you make up for the payment within one (1) month after the termination or, if the termination was linked to the deadline, within one (1) month after the expiry of the payment period, unless the insured event has already occurred.

Information about Your right of withdrawal according to § 5c VersVG

You can withdraw from **Your** insurance contract within fourteen (14) days without giving reasons in writing (e.g. letter or email). The withdrawal period begins with the notification of the conclusion of the insurance contract (sending the insurance policy), but not before you have received the insurance policy and the insurance conditions including the provisions on setting or changing the premium and this instruction on the right of withdrawal.

Your declaration of withdrawal should be sent to: Petcover EU Agentur GmbH, Klostertal 60, 2770 Gutenstein, by email to: info.at@petcovergroup.com.

To meet the cancellation deadline, it is sufficient that you send the cancellation notice before the cancellation period expires. The declaration is also effective if it comes within the sphere of control of **Your** insurance agent. With the withdrawal, any insurance cover already granted and **Your** future obligations from the insurance contract will end. If the insurer has already provided cover, a premium corresponding to the duration of cover is due. If you have already paid premiums to the insurer that go beyond this premium, the insurer must repay them to you without deductions. **Your** right of withdrawal expires at the latest one (1) month after you have received the insurance policy including this instruction on the right of withdrawal.

Information about Your right of withdrawal according to § 8 FernFinG

If you have concluded **Your** insurance contract using only one or more means of distance communication within the framework of a sales or service system organised by the entrepreneur for distance selling (distance selling contract), you as a consumer can withdraw from the contract or **Your** contract declaration up to fourteen (14) days.

The withdrawal period begins on the day the contract is concluded. If you as a consumer have received the contractual terms and sales information only after the contract has been concluded, the withdrawal period begins with the receipt of all of these terms and information.

The deadline is met in any case if the withdrawal is made in writing or on another permanent data carrier available and accessible to the recipient and this declaration is sent before the deadline expires.

Within the withdrawal period, the fulfilment of the contract may only begin after the express consent of the consumer.

Renewing this insurance

After the minimum term, the insurance will be extended for another twelve (12) months. We will write to you at least one (1) month before the Period of Insurance ends with full details of **Your** next year's premium and Insurance terms and conditions. If you do not want to renew the policy please contact us. If you need to contact us to discuss **Your** renewal before the expiry of **Your** existing insurance, **Our** contact details can be found on page 18.

Occasionally, we may under certain circumstances not be able to offer to renew **Your** policy. If this happens, we will write to you at least one (1) month before the expiry of **Your** policy to allow enough time for you to make alternative insurance arrangements.

Cancelling

How you can cancel Your policy

You can cancel **Your** policy time by contacting us, either telephonically or in writing at least one (1) months' notice before the end of **Your** insurance year. Please phone us on 0800 400 720 between the hours of Monday to Friday from 9am to 5pm or notify us of **Your** cancellation by sending an email to info.at@petcovergroup.com or by post to Petcover EU Agentur GmbH, Klostertal 60, 2770 Gutenstein.

If **Your** pet passes away, please notify us at **Your** earliest convenience and we will cancel **Your** pet's policy from the day of his/her death.

How we can cancel Your policy

We may cancel this insurance by notifying you in writing to the address last given to us. We will only do this for a valid reason or due to a legal order, examples of which are:

- non-payment of one of the ongoing premiums; for details on this please read 'Insurance terms and conditions –Premium payment'.
- if, after the conclusion of the contract, you have increased the risk without the consent of the insurer or if you have allowed it to be carried out by a third party, the insurer can terminate the insurance relationship without giving notice (if the breach is not **Your** fault, the termination only applies after one (1) month). The right of termination expires if it is not exercised within one (1) month from the point in time at which the insurer becomes aware of the increase in risk, or if the condition that existed before the increase is restored.
- if, after the conclusion of the contract, regardless of **Your** will, the risk increases, the insurer is entitled to terminate the insurance relationship with one (1) months' notice. The right of termination expires if it is not exercised within one (1) month from the date on which the insurer became aware of the increase in risk, or if the condition that existed before the increase is restored.
- any behaviour contrary to the contract which, as a breach of good faith, makes the continued existence of the insurance relationship unreasonable.
- if insolvency proceedings are opened against **Your** assets, the insurance relationship can be terminated with one (1) months' notice.
- making a fraudulent claim under the policy or under some other contract of insurance that provides cover during the same period of time that the policy covers you (that is, if you dishonestly obtain or try to dishonestly obtain insurance benefits).
- threatening or abusive behaviour or the use of threatening or abusive language.
- as well as any case in which you put the interests of the insurer at **Your** own risk in a particularly serious manner.

If we cancel this insurance, you will be entitled to a refund of the premium paid, subject to a deduction calculated for any time for which you have been covered. If the insurance contract is terminated prematurely or otherwise during the insurance period, the insurer is entitled to an appropriate business fee in addition to the proportional premium.

If we pay any claim, whether by settlement, compromise or otherwise, then no refund of premium will be allowed. Cancellation of the insurance by us does not affect the treatment of any claim arising under the insurance in the period before cancellation.

Definitions

If we explain what a word means, that word has the same meaning wherever it appears in the policy.

Accident	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All accidents consequent upon or attributable to one source or original cause are treated by us as one accident. This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time. For the sake of clarity, the following conditions are not considered accidents: luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).
Accidental injury	means a sudden and unforeseen injury which is the result of an identifiable and known cause or event during the period of insurance.
Agreed countries	means any country which is a member of the European Union at the commencement of the policy, including all Schengen Area.
Alternative or complementary treatment	means the cost of any examination, consultation, advice, test and prescribed medication for the following procedures where they treat an illness or injury. This includes any veterinary treatment specifically needed to carry out the procedure. The treatment must have been preceded by an examination and diagnosis by an authorized veterinarian. <ul style="list-style-type: none"> • Acupuncture carried out by a member of a veterinary practice. • Homeopathy carried out by a member of a veterinary practice. • Herbal medicine prescribed by a member of a veterinary practice. • Chiropractic manipulation carried out by a member of a veterinary practice. • Hydrotherapy carried out by a member of a veterinary practice. • Osteopathy carried out by a member of a veterinary practice. • Physiotherapy carried out by a member of a veterinary practice. • Treatment of a behavioural illness carried out by a member of a veterinary practice.
Behavioural illness	means any change to Your pet's normal behaviour, resulting from a mental or emotional disorder diagnosed by a vet.
Bilateral condition	means any condition affecting body parts of which the pet has at least two, including, but not limited to eyes, ears, patella's (knees), cruciate ligaments. When applying an exclusion, bilateral conditions are considered as one condition.
Certificate of insurance	means the relevant certificate of insurance we issue including on renewal or variation of the policy containing details of the cover provided under the policy, including any exclusions and other specific insurance details that we have applied to Your cover.
Clinical signs	means changes in Your pet's normal healthy state or its bodily functions.
Condition	means any condition that causes discomfort, dysfunction, distress, including injuries and illnesses, disabilities, disorders, clinical signs, syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the pet afflicted.
Dental	means dental check-ups; teeth cleaning; removal or repair of misaligned teeth; retained deciduous teeth or teeth rasping and de-burring.
Elective surgery or treatment	means a treatment that is spaying or castration; surgical sexing; micro-chipping; ringing; grooming; de-matting; beak trimming; cosmetic or aesthetic surgery; feather clipping; debudding/dehorning; prescription diet foods and any treatment not related to an Injury, Illness, or trauma. Elective surgery or treatment that is beneficial to the pet but is not essential for Your pet's survival or does not form part of a treatment for an injury or illness, or any treatment, diagnostics or procedure you request, which the vet confirms is not necessary to treat an injury or illness.
Excess	means the amount(s) shown on Your certificate of insurance that you must pay for each unrelated condition claim made under Your policy per period of insurance.
Exclusion	means a condition or circumstance for which the insurers will not pay. Any specific exclusion will be shown on Your certificate of insurance and you will be told of this before you take out the insurance or at renewal. (See also the 'General Exclusions' section and the 'What we will not pay' under each cover section).
Family	means Your spouse, life partner, partner, parents, sons and/or daughters, grandparents, brothers, sisters, grandsons and/or granddaughters including family of step relationships.
Home	means the place in Austria and where you usually live.
Illness(es)	means any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities Your pet was born with or were passed on by its parents. Excluding any mental or emotional disorders.
Injury/injuries	means a physical injury or a trauma caused immediately, solely and directly from an accident. This does not include any physical injury or trauma that happens over a period of time or is of a gradual nature.

Insurer(s)	means Arch Insurance (EU) DAC, registered office: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 is authorised and regulated by the Central Bank of Ireland. Company registration: 505420.
Journey	means travel from Your home within Austria or any of the agreed countries undertaken during the period of insurance for a maximum of thirty (30) days for all journeys in the period of insurance. This includes the duration of Your holiday or business trip and any travel in and between Austria and an agreed country and return journeys to Your home.
Mammal	means any chinchilla, chipmunk, degu, ferret, gerbil, goat, guinea pig, rabbit, hamster, hedgehog, lemur, mouse, monkey, pig, racoon, rat, skunk or sugar glider.
Market Value	means the price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time you took ownership of Your pet as determined by us.
Maximum benefit(s)	means the most we will pay for the relevant level of cover you have chosen during the period of insurance as set out in the certificate of insurance, subject to exclusions of the policy and subject to the policy aggregate less the agreed excess.
Member of a veterinary practice	means any person legally employed by a veterinary practice under a contract of employment, other than a vet who may be the insured.
Optional extra benefit(s)	means a benefit that you can elect to include in addition to the basic insurance. For optional extra benefits to be included you must select the option and pay an additional premium. Every optional extra benefit will be shown on Your certificate of insurance.
Our vet	means any vet appointed or engaged by us to carry out treatment to Your pet or discuss Your pet's treatment with Your vet.
Period of insurance	means the time during which we give cover as shown on Your certificate of insurance. It does not refer to any prior period of insurance if the policy is a renewal of a previous policy or any future period of insurance for any policy you may enter into with us upon renewal. Each period of insurance is treated as separate. This is normally twelve (12) months but may be less if Your pet has been added to Your Insurance or it has been cancelled.
Personal circumstances	means circumstances about you, Your family or Your pet which you have limited or no control over. Examples of personal circumstances are (but not limited to) a lack of transport, Your pet's size or behaviour, Your home environment, you or Your family's working hours, Your child-care arrangements, Your family's other commitments etc.
Petcover EU Agentur GmbH	Petcover EU Agentur GmbH is registered in Austria in the commercial register under the number FN 514361p and in GISA as an insurance agent under number 32484052.
Policy	means this document, the Insurance Product Information Document (IPID) and the certificate of insurance and any other documents we issue to you which are expressed to form part of the insurance terms and conditions, which set out the cover we provide during the period of insurance. For the sake of clarity, it does not include any prior policy that this is a renewal of or any future policy that is a renewal of the policy.
Policy aggregate	means the total amount payable for all veterinary fees and alternative or complementary treatment for injuries and/or illnesses occurring during any one period of insurance as specified in the certificate of insurance.
Pre-existing condition(s)	<p>means any condition(s) or symptom(s), sign(s) or clinical sign(s) of that condition, injury or illness occurring or existing in any form that:</p> <ul style="list-style-type: none"> • has happened or first showed clinical sign(s); or • has the same diagnosis or clinical sign(s) as an injury, illness or clinical sign(s) Your pet had; or • is caused by, relates to, or results from an injury, illness or clinical sign(s) Your pet had occurring or existing: <ul style="list-style-type: none"> • Before Your pet's cover started, or prior to the policy commencement date; or • During the waiting period; or • Before the cover was added to Your insurance. <p>This applies no matter where the injury, illness or clinical sign(s) occurred or happen in, or on, Your pet's body. This is regardless of whether or not we place any exclusion(s) for the injury/illness. A condition from which Your pet(s) may be suffering before the insurance cover started and which may have existed without Your knowledge i.e. (but not limited to) a latent, genetic or hereditary disease, injury or deformity. When referring to pre-existing conditions and conditions affecting a part of Your pet's body of which it has two, it will be deemed to be a bilateral condition, and both will be excluded from cover.</p>
Premium	means the cost of Your insurance including any fees and taxes specified on Your certificate of insurance.
Routine or preventative treatment	means care or treatment such as check-ups and procedures that are designed to prevent future illnesses from occurring rather than treating existing illnesses. These include but are not limited to annual physical examinations and check-ups, vaccinations, worm prevention medication, flea and other internal/external parasite prevention, nail/claw clipping, maintaining a healthy diet, removal of misaligned or retained deciduous teeth.
Terrorism	means an act, whether or not including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
The insured, you, your	means the person(s) named on the certificate of insurance as the policy holder.
Treatment	means veterinary treatment or alternative or complementary treatment.

Twelve (12) Months	means a consecutive period of three hundred and sixty-five (365) days.
Vermin	means but not limited to the following feral, wild animals: rats, mice, foxes, cats, dogs, weasels and ferrets.
Vet(s)	means a veterinarian, specialist veterinarian, veterinary practice, clinic, hospital or centre including referral hospitals, licensed to practice in Austria and registered with the Österreichische Tierärztekammer, other than a vet who may be the insured.
Veterinary fee(s)	means the amount vets in general or referral practices usually charge.
Veterinary treatment	<p>means the cost of the following when required to treat an illness or injury:</p> <ul style="list-style-type: none"> • any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a vet, a veterinary nurse or another member of a veterinary practice under the supervision of a vet; and • any medication prescribed by a vet; and • any surgery, essential hospitalisation, nursing and/or the application of medicines provided by a qualified vet in respect of an accident or illness of Your pet. <p>This does not include general consultations, health checks, vaccinations, or the administration of un-prescribed drugs.</p>
Waiting period	means a period of fourteen (14) days starting from the commencement date of the policy (excluding renewals) as shown on Your certificate of insurance during which an illness or condition that first occurs or shows clinical signs will be excluded from cover unless otherwise stated on Your certificate of insurance. The fourteen (14) day waiting period will cease at 00.01 on the fifteenth (15th) day of cover.
We, us, our	means Petcover EU Agentur GmbH acting on behalf of the insurers. Petcover EU Agentur GmbH is registered in Austria in the commercial register under number FN 514361p and under GISA number 32484052 as an insurance agent.
Your pet	means the animal(s) named or otherwise identified on Your certificate of insurance.

General conditions

Conditions of the policy

You must keep to the general conditions and conditions applying to each cover to have the full protection of the policy. If you do not, and the condition you have not kept to relates to a claim, we may refuse or reduce the amount we pay under the claim.

Caring for Your pet

Throughout the period of insurance you must take all reasonable steps to maintain **Your** pet's health and to prevent injury, illness and loss (obligation), otherwise the insurer can terminate the contract within one (1) month of becoming aware of the violation without observing a deadline (except if the breach of obligation is an act of no fault of **Your** own) and can be free of benefits. If the insurer does not cancel within one (1) month, it cannot rely on the agreed exemption from benefits.

- You must provide routine or preventative treatment normally recommended by a vet to prevent illness or injury. If there is a disagreement between you and Petcover as to what reasonable routine or preventative treatments are, the details will be referred to an independent national welfare body or an independent vet mutually agreed upon.
- For any mammals you must arrange and pay for **Your** pet to have a yearly dental examination and to receive any oral treatment normally recommended by a vet to prevent illness or injury. Any treatment recommended as a result of the dental examination must be carried out as soon as possible. If you do not comply with this obligation, then we may refuse any claims which relate to dental or reduce the amount we pay under the claim.
- You must keep **Your** pet vaccinated against any disease **Your** vet has recommended **Your** pet be vaccinated against. If you do not keep **Your** pet vaccinated, we may refuse or reduce the amount we pay under any claim that relates to a disease that could have been prevented if **Your** pet was vaccinated against.
- You must arrange for a vet to examine and treat **Your** pet as soon as possible after it shows clinical sign(s) of an injury or illness.
- You must follow the advice and recommendations of the treating vet so as not to prolong or aggravate the illness or injury. If you do not follow the vet's advice, we may refuse or reduce the amount we pay relating to that injury or illness. And if we decide, you must also have **Your** pet examined by **Our** vet.
- You must keep **Your** pet in appropriate enclosures, cages or vivariums with adequate heating and ventilation. If there is a disagreement between you and Petcover as to what reasonable steps are, the details will be referred to an independent pet specialist or an independent vet mutually agreed upon.

Claims pre-authorisation

We will not guarantee on the phone if we will pay a claim. You must send us a claim form that has been fully completed and we will then notify you of **Our** decision in writing.

Providing claim information

When you make a claim you agree to give us any information we may reasonably ask for (this is **Your** responsibility, the violation of which can lead to the insurer being exempt from benefits in accordance with Section 6 (3) of the VersVG - see point 7) on page 17 of these GCI). If you incur any charge for this, you must pay the charge.

Legal rights against others

If there is any other insurance under which you are entitled to make a claim, you must report the incident to that insurance company and tell us their name and address and **Your** policy and claim number with them (this is **Your** responsibility, the violation of which can lead to the insurer being exempt from benefits in accordance with Section 6 (3) of the VersVG - see point 7) on page 17 of these GCI). To the extent permitted by law, we will only pay **Our** share of the claim.

If you have any legal rights against another person in relation to **Your** claim, we may take legal action against them in **Your** name at **Our** expense. you must give us all the help you can and provide any documents we ask for.

Providing Your vet information

If we agree for a claim payment to be paid directly to **Your** vet and you allow this, then if the vet, who has treated **Your** pet or is about to treat **Your** pet, asks for information about **Your** insurance that relates to a claim, we will tell the vet what the policy covers, what we will not pay for, how the amount we pay is calculated and if the premiums are paid to date.

Claims, Vet Fee Charges

If the veterinary fees you are charged are higher than the veterinary fees normally charged by a general or referral practice, we reserve the right to request a second opinion from **Our** vet as to whether the fees are reasonable.

If **Our** vet does not agree that the veterinary fees charged are reasonable, we may decide to pay only the veterinary fees usually charged by a general or referral practice in a similar area as determined by **Our** vet.

Claims, Over Treatment

If we consider the veterinary treatment **Your** pet receives may not be required or may be excessive when compared with the treatment normally recommended to treat the same illness or injury by general or referral practices, we reserve the right to request a second opinion from **Our** vet.

If **Our** vet does not agree that the veterinary treatment provided is required, we may decide to pay only the cost of the veterinary treatment that was necessary to treat the injury or illness, as determined by **Our** vet.

Claims settlement deductions

When we settle **Your** claim, we reserve the right to deduct from the claim amount any amount due to us.

Renewing Your policy

We will write to you by email at least one (1) month before renewal of the policy with full details of **Your** premium and terms upon which renewal will be offered for a further period of insurance.

If you do not want to renew the policy just let us know.

It is important that you check the terms of any renewal offer to satisfy yourself that the details are correct. In particular, check the sum insured, amounts and excess(es) applicable and ensure that the levels of cover are appropriate for you.

At each renewal we ask you to notify us of certain information. The information we require from you will be stated in **Your** renewal documentation. It is important that you provide us with full and accurate information as this could affect a future claim. Please note that you need to comply with 'Your duty to disclose to us' before each renewal.

Changes at renewal

This document also applies for any offer of renewal we may make, unless we tell you otherwise.

When we offer renewal we may:

- change the premium, excesses and insurance terms and conditions.
- place exclusions because of **Your** pet's claims and veterinary history.

Upgrading cover

If a higher plan is available for **Your** pet, you can apply for an upgrade at renewal of **Your** policy and at this time the request will be subject to an underwriting review of **Your** pet's veterinary history.

Changes during the period of insurance

Changes will only be made to the policy at renewal, we will not change the cover we provide for **Your** pet during the period of insurance, unless:

- you decide to change **Your** pet's cover.
- you did not tell us about something when we previously asked.
- you provided us with inaccurate information when previously asked, regardless of whether or not you thought it was accurate at the time.

If you transfer **Your** pet to a plan with additional or higher benefit limits, the additional or higher benefits will not apply if the condition being claimed for first occurred prior to the change in the level of cover.

Exclusions applicable to Your pet

- any injury/illness which occurred before **Your** pet's cover started is a pre-existing condition which will never be covered by **Your** insurance; and/or
- any illness which starts in the waiting period; and/or
- in addition to the exclusions set out in these insurance terms and conditions, the policy does not cover any amount that results from an injury, illness or incident which is shown as excluded on **Your** certificate of insurance.

Claimable period

This policy covers an injury or illness for a period of twelve (12) months only. The twelve (12) months starts on the date the injury first happened after **Your** pet's cover started, or the first clinical sign of the illness or condition occurring or existing in any form, after the conclusion of the waiting period. After this twelve (12) month period we will not cover any further claims for that or any related injury or illness.

Policy limits

Limits do apply to some animals covered by the policy. You should read the policy carefully so that you are aware of what limits may be applicable to you in the event of a loss.

Travel cover

Some cover under **Your** policy provides cover whilst **Your** pet is on a journey. While **Your** pet is outside of Austria you must follow the conditions of any pet travel regulations currently in force at the time. You agree to pay translation costs for any claim documentation not written in English or German. Any claims will be paid in Euro.

Jurisdiction

The laws of Austria apply to this insurance contract (excluding the United Nations convention on contracts for the international sale of goods).

Unless we agree otherwise the language of the policy and all communications relating to it will be in German or English.

Your residence

Your pet must live in Austria.

If **Your** address, or the address of **Your** pet, changes you must advise us as soon as possible as this may affect the insurance cover provided.

False information

If you have provided false information or make a false or exaggerated claim, or any claim involving **Your** dishonesty, we may have the right to withdraw from the policy or cancel the policy following which we will not make any further payments and we may retain **Your** premium.

Fraudulent claims

If you submit a fraudulent claim or solicit **Your** vet to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and we may cancel the policy for a valid reason. We may also be entitled to reclaim any payments already made to you in respect to such claims and we may retain **Your** premium.

Transferring insurance

This insurance is not transferrable.

Your age when cover starts

You must have been over the age of eighteen (18) at the time you purchased this insurance.

General exclusions

Insurance is not intended to cover every single occurrence. In fact, there are some circumstances that this policy will not provide insurance cover for. For example, under all sections of the policy, we do not pay for:

1. A condition specifically excluded on **Your** certificate of insurance.
2. Any pet(s) aged within the following age limits at the commencement of **Your** insurance:
 - Bird(s) less than 12 weeks of age or over the age of 25 years.
 - Reptile(s) less than 8 weeks of age or over the age of 15 years.
 - Tortoise(s) less than 12 weeks of age or over the age of 30 years.
 - Mammal(s) less than 8 weeks of age or over the age of 5 years.
3. Cost of routine or preventative treatment.
4. Cost of elective surgery or treatment.
5. Any amount due to an injury or illness caused by **Your** other pets, the pets of anyone living with you, or any other animal in **Your** care, or any animal visiting **Your** premises.
6. Any pet being used for a commercial purpose or kept on a commercial premise for a period longer than thirty (30) days unless agreed by Petcover and detailed on **Your** certificate of insurance.
7. Any amount due to polytetrafluoroethylene fumes.
8. Any amount arising from an attack by vermin. (This does not apply to birds of prey injured whilst hunting).
9. The cost of treating any injury or illness or other bodily injury or illness caused by, arising out of, or in any way connected with a malicious act, deliberate injury or bodily injury or gross negligence caused by you or a member of **Your** family or anyone living with you or acting with **Your** express or implied consent.
10. Any amount due to statutory quarantine.
11. Any pandemic or epidemic disease that causes widespread illness, death or destruction affecting pets.
12. Any animals that are banned by any Austrian government, public or local authority.
13. Any pet declared as a dangerous animal by a government authority.
14. Any pet that must be registered under the relevant legislation dealing with dangerous animals.
15. Any amount caused by, arising out of or in any way connected with **Your** pet being confiscated or destroyed by any government or public or local authority or any person or body having the jurisdiction to do so.

16. Any costs caused because any government or public or local authority or any person or body having the jurisdiction to do so having put restrictions on **Your** pet.
17. Any amount caused by, arising out of or in any way connected with you breaking the Austrian laws or regulations, including those relating to animal health or importation regulations.
18. Loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from nuclear explosion, reaction, radiation, fallout or contamination by radioactivity.
19. Loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
20. Loss, damage, liability or expense directly or indirectly caused by, contributed to or arising from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - any chemical, biological, bio-chemical, or electromagnetic weapon; or
 - terrorism, or
 - any action taken in controlling, preventing, suppressing, or in any way relating to point 20.
21. **Your** legal liability for payment of compensation in respect of:
 - death, bodily injury or illness; and/or
 - physical loss or damage to property.
22. Any legal costs, expenses, fines and penalties connected with or resulting from a criminal court case or federal law.
23. Any amount resulting from an illness that **Your** pet contracted while outside of Austria or the agreed countries that it would not normally have contracted in Austria or the agreed countries.
24. Any journey you take **Your** pet on against a vet's advice.

Additional exclusions and policy limits may apply to **Your** policy. For full details of all relevant policy limits and exclusions you must read **Your** certificate of insurance and the general exclusions to all sections and also to the specific exclusions to each section under the heading "What we will not pay".

Cover

At Petcover, we are proud of the insurance cover we provide for pets. In return for the payment of **Your** premium, we will provide cover in the following sections if they are shown on **Your** certificate of insurance. The cover applies within Austria and any journey undertaken during the period of insurance.

Benefit limits do apply to some items covered under the policy. You should read **Your** policy carefully so that you are aware of what limits may be applicable in the event of a claim.

Veterinary fees & alternative or complementary treatment

Cover for veterinary fees applies in Austria and agreed countries only.

What we will pay

1. The cost of fees incurred for the treatment **Your** pet has received to treat an injury and/or illness up to the maximum benefit as stated on **Your** certificate of insurance. The maximum benefit stated in **Your** certificate of insurance is the total amount we will pay for all claims during the period of insurance.
2. We will also pay as part of **Your** veterinary fees maximum benefit, the cost of alternative or complimentary treatments and physiotherapy to treat an injury and/or illness, when referred and endorsed by **Your** vet.
3. We will also pay as part of **Your** veterinary fees maximum benefit, up to €100 for veterinary consultations/ visits or prescribed medications needed to carry out the procedure of having **Your** pet put to sleep, including cremation or burial or disposal costs following **Your** pet being put to sleep by a vet.
4. Illnesses and injuries are covered for twelve (12) months, starting from the date during the period of insurance the injury happened, or the clinical signs of the illness first occurred. Payments will continue for twelve (12) months or until the maximum benefit is reached, whichever happens first.
5. 90% of the total cost of veterinary treatment if **Your** pet is referred to a specialist referral centre by the original treating vet. You are required to pay 10% of the total cost of veterinary treatment by the specialist referral centre in addition to any excess stated on **Your** certificate of insurance.
6. 50% of the total cost of dental treatment in mammals. You are required to pay 50% of the total cost of dental treatment for mammals in addition to any excess stated on **Your** certificate of insurance.

What you pay

For each illness or injury that is treated during the period of insurance and is not related to any other illness or injury treated during the same period of insurance, you must pay the excess shown on **Your** certificate of insurance. You also pay a percentage of the total costs of veterinary treatment if **Your** pet is referred to a specialist referral centre and/or the cost of dental treatment for mammals (*See Section 1, What we will pay 5 & 6 for full details*).

What we will not pay

1. Any amount which exceeds the maximum benefit for the relevant cover or which will result in the maximum benefit being exceeded.
2. The cost of any treatment for a pre-existing condition during the first twelve (12) months of **Your** pet's insurance unless otherwise stated on **Your** certificate of insurance.

3. The cost of any treatment for an illness which starts in the waiting period.
4. The costs of any treatment for the first twelve (12) months of **Your** pet's insurance unless otherwise stated on **Your** certificate of insurance for:
 - an injury that happened or an illness that first showed clinical sign(s) before **Your** pet's cover started; or
 - an injury or illness that is the same as, or has the same diagnosis or clinical sign(s) as an injury, illness or clinical sign(s) **Your** pet had before its cover started; or
 - an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign(s) **Your** pet had before its cover started, no matter where the injury, illness or clinical sign(s) occurred or happened in or on **Your** pet's body.
5. The costs of any treatment for the first twelve (12) months of **Your** pet's insurance unless otherwise stated on **Your** certificate of insurance for:
 - an illness or injury that first showed clinical sign(s) within the waiting period of **Your** pet's cover starting; or
 - an illness or injury which is the same as, or has the same diagnosis or clinical sign(s) as an illness or injury that first showed clinical sign(s) within the waiting period of **Your** pet's cover starting; or
 - an injury or illness that is caused by, relates to or results from a clinical sign(s) that first occurred, or an illness that first showed clinical sign(s) within the waiting period of **Your** pet's cover starting, no matter where the injury, illness or clinical sign(s) occurred or happened in or on **Your** pet's body.
6. The cost of any elective treatment, routine or preventative treatment, diagnostics or procedure or any treatment that you choose to have carried out that is not directly related to an injury or illness, including any complications that arise.
7. The cost of general health improvers including special food/diets, mineral supplements/vitamin supplements whether prescribed by a vet or not.
8. Any costs for hibernation or bumblefoot as a result of poor husbandry and where previously veterinary advice relating to hibernation or bumblefoot has not been followed.
9. The cost of any treatment in relation to **Your** pet being or coming into season, breeding, pregnancy or giving birth.
10. The cost of more than two occurrences of egg binding throughout the pet's life.
11. The cost of any herbal medicines or treatment, other than milk thistle prescribed by a veterinarian used to treat an illness or injury.
12. The cost of treatment for a behavioural illness, if **Your** pet's behaviour is caused by you failing to provide training.
13. The cost of treatment for any behavioural illness relating to a mental or emotional disorder, including self-mutilation.
14. The cost of any treatment in connection with false pregnancy.
15. The cost of any food, including food prescribed by a vet, unless it is:
 - used to dissolve existing bladder stones and crystals in the urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months. A diagnostic test must be carried out to confirm the presence of the stones/crystals.
 - liquid food, used for up to five (5) days while **Your** pet is hospitalised at a veterinary practice, providing the vet confirms the use of the liquid food is essential to keep **Your** pet alive.
16. The cost of periodontics, dental check-ups, dental x-rays, dental prophylaxis, dental scale and polish or teeth cleaning, gingival hyperplasia, removal of plaque or calculus or periodontal surgery.
17. The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
18. Any cost relating to orthodontics, malocclusion, supernumerary teeth, reverse scissor bite, overbite, brachygnathia, open bite, level bite or other dental malalignments.
19. For the cost of a post-mortem examination.
20. Any costs for putting **Your** pet to sleep unless it was necessary for humane reasons and to stop incurable suffering.
21. For costs resulting from an injury or illness that are excluded under the policy.
22. The cost of a house call unless the vet confirms that **Your** pet is suffering from a serious injury or illness and that moving **Your** pet would either endanger its life or significantly worsen the serious injury/illness, regardless of **Your** personal circumstances.
23. For the extra costs for treating **Your** pet outside usual surgery hours; unless the vet confirms an emergency consultation is essential, regardless of **Your** personal circumstances.
24. For the cost of any additional veterinary attention required because you are unable to administer medication or treatment due to **Your** pet's behaviour or **Your** personal circumstances.
25. For the cost of hospitalisation and any associated treatment, unless the vet confirms **Your** pet must be hospitalised for essential treatment, regardless of **Your** personal circumstances.
26. For any costs for treating an injury or illness after the last day of the period of insurance, unless a further period of insurance has been entered into by you and us, in which case the costs may be paid under the new policy entered into with us.
27. Any costs for alternative or complementary treatment or veterinary treatment that does not improve the health or wellbeing of **Your** pet.
28. For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
29. For the cost of any surgical items that can be used more than once.
30. The cost for **Your** vet to write a prescription, charge a dispensing or an administration fee.
31. Any claim where the full medical history is not provided when requested.
32. Any bulk purchase of medicines that can't be used or are not needed in full by the end of the current period of insurance.
33. Any prolonged course of veterinary medicines or alternative or complementary treatments for more than three (3) months if there is a veterinary operation that would have improved or cured the condition unless agreed by us. The maximum payment will be limited to the equivalent cost of the operation.
34. For the cost of any treatment if a claim has not been submitted within one (1) year of **Your** pet receiving treatment (this is **Your** obligation), we may refuse or reduce the amount we pay (the insurer is exempt from benefits in accordance with section 6 (3) of the VersVG: please read point 7) under "How to claim" on page 17 of this insurance brochure)
35. Any medicines that have not been approved by the Bundesamt für Sicherheit im Gesundheitswesen (BASG) or where there is no evidence to support the usage of this medicine for this condition.
36. The cost of the following procedures; experimental treatments or therapies, prosthetics or orthopaedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, veterinary laser treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), any drugs not used in accordance with the manufacturers recommends.
37. The cost of any treatment while on a journey if a vet believes the treatment can be delayed until **Your** pet returns home.

Special conditions for veterinary fees

The maximum amount we will pay for the cost of treatment for an injury and/or illness is the maximum benefit which applies on the date the injury happened or the date the clinical sign(s) of the illness first occurred, provided the relevant date falls within the period of insurance, subject to exclusions of the policy and less the applicable excess.

1. If the claim includes medication, these costs will be subject to the maximum benefit that applies on the date the medication will be used.
2. If we agree for a claim settlement to be paid direct to **Your** vet and you allow this, then if the vet, who has treated **Your** pet or is about to treat **Your** pet, asks for information about **Your** insurance that relates to a claim, we will tell the vet what the insurance covers, what we will not pay for, how the amount we pay is calculated and if the premium is paid to date.
3. If we receive a request to pay the claim settlement direct to a veterinary practice, we reserve the right to decline this request.
4. We may refer **Your** pet's case history to **Our** vet and if we request, you must arrange for **Your** pet to be examined by **Our** vet.
5. If you decide to take **Your** pet to a different vet for a second opinion because you are unhappy with the diagnosis or treatment provided, you must tell us before you arrange an appointment with the new vet. If you do not, we will not pay any costs relating to the second opinion. If we request, you must use **Our** vet we choose. If we decide the diagnosis or treatment currently being provided is correct, we will not cover any costs relating to the second opinion.
6. It is **Your** responsibility to ensure the veterinary practice is paid within the required time frame:
7. If an additional charge is added to the cost of treatment due to the late payment of fees, we will deduct this charge from the claim settlement.
8. If the veterinary practice provides a discount for paying the cost of treatment within a certain time frame, you must provide payment within this time frame. If you do not, we will deduct the discount, which would have been provided, from the claim settlement.
9. We will require fully itemised invoices for all alternative, complementary and veterinary treatment.

Death from injury or illness

Cover for death from injury or illness applies in Austria only.

*This section is an optional extra benefit and only applies if it is shown as covered on **Your** certificate of insurance.*

What we will pay

The price you paid for **Your** pet, up to the maximum benefit, if it either dies or has to be put to sleep by a vet during the period of insurance as a result of an injury caused by an accident or illness.

If you have no formal proof of how much you paid for **Your** pet, we will pay the market value or purchase price, whichever is less. If you did not pay for **Your** pet, we will pay the market value.

What you pay

The excess shown on **Your** certificate of insurance.

What we will not pay

1. Any amount which exceeds the maximum benefit for the relevant cover, or which will result in the maximum benefit being exceeded.

2. To the extent permitted by law, if the death results from an injury or illness that happened prior to the period of insurance.
3. To the extent permitted by law, if **Your** pet's death results from a pre-existing condition during the first twelve (12) months of **Your** pet's insurance unless otherwise stated on **Your** certificate of insurance.
4. To the extent permitted by law, if **Your** pet's death results from an illness which starts in the waiting period.
5. Any amount unless **Your** vet confirms it was not humane to keep **Your** pet alive because it was suffering from an injury that could not be treated or an incurable illness.
6. Any amount if the death results from breeding, pregnancy or giving birth.
7. Any amount if a claim has not been submitted within one (1) year of **Your** pet's death (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of the VersVG: please read point 7) under "How to claim" on page 17 of this insurance brochure.
8. Any amount if the death results from an injury or illness specified as excluded on **Your** certificate of insurance or generally not covered within these insurance terms and conditions.
9. Any amount if the death results from fire, wind, storm, lightning, or flood.

Special conditions for death from injury or illness

1. When lodging a claim for death for injury or death from illness, please send us:
 - in the event of a sudden or unexplained death or if **Your** pet dies within the first twelve (12) months of the insurance cover a post-mortem report at **Your** own expense; and
 - in all other cases we require a death certificate from a vet; and
 - **Your** pet's original purchase receipt from where you bought **Your** pet, where applicable; and
 - any incurred costs relating to this information will not be covered.
2. If you make a claim for death from injury or death from illness, we will automatically cancel **Your** pet from the policy from the day after his/her death.

Advertising and reward

Cover for advertising and reward applies in Austria and the agreed countries only.

What we will pay

If **Your** pet is stolen or goes missing during the period of insurance, we will pay:

- the cost of advertising; and
- the reward you have offered and paid to get **Your** pet back.

If **Your** pet is stolen or goes missing during **Your** journey, we will also pay the cost of **Your** accommodation to stay and look for **Your** pet if it has not been found or returned by the scheduled last date of **Your** journey.

What you pay

Your excess as detailed in **Your** certificate of insurance.

What we will not pay

1. Any amount which exceeds the maximum benefit for all incidents covered under the relevant cover or which will result in the maximum benefit being exceeded for all incidents during the period of insurance.

2. Any reward that we have not agreed to before you advertised it.
3. Any reward not supported by a signed receipt giving the full name, address and telephone number of the person who found **Your** pet.
4. Any reward paid to:
 - a member of **Your** family or any person living with you or employed by you, including any person travelling with you during **Your** journey.
 - the person who was caring for **Your** pet when it was lost or stolen.
 - the person who stole **Your** pet or any person who is in collusion with the person who stole **Your** pet.
5. Any amount if a claim has not been submitted within one (1) year of **Your** pet going missing (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of 11 of this insurance brochure.
6. If **Your** pet is stolen or goes missing during **Your** journey:
 - more than seven (7) days' accommodation costs and more than 50 € for each day's accommodation.
 - any amount if the cost of accommodation is at a property owned by you or **Your** family.
7. Any amount unless you have provided us with some official documentation to certify the theft or loss was reported to the police or the shipping or aircraft operator if the loss or theft happened while you were travelling with them.

Special conditions for advertising and reward

1. You must immediately take all reasonable steps to find or recover **Your** pet.
2. You must take the following steps:
 - within twenty-four (24) hours of you discovering **Your** pet is stolen, you must tell the appropriate authority and obtain written confirmation of **Your** report. Depending on where you live the appropriate authority may be **Your** local council or the police. If **Your** pet is microchipped, you must also notify Petcard (www.petcard.at) and **Your** vet to advise that **Your** pet is stolen or missing.
 - tell all the vets and local rescue centres within a reasonable distance of the area where **Your** pet was last seen, within five (5) days of **Your** pet going missing.
 - if **Your** pet has not been found within ninety (90) days, fill in a claim form and return it to us as soon as possible.
 - if **Your** pet was lost or stolen while being transported by a shipping agent or aircraft, you must immediately report the loss to the operator and obtain written confirmation of **Your** report.
3. There are other actions you can take, which although are not requirements of this insurance, may help to improve the chances of **Your** pet returning home. This includes notifying all vets, local rescue centres, distributing flyers and searching the local area. We are happy to share useful tips with you if you contact us.
 - you must obtain **Our** approval before advertising a reward; if not, the cost of the reward will not be covered by the policy.
 - you must provide us with a receipt(s) for any amount which you are claiming for. Any costs not supported by a receipt will not be covered by the policy.
 - we will require fully itemised invoices for any costs arising from advertising and reward cover.

Loss from theft, fire or weather perils

Cover for loss from theft, fire or weather perils applies in Austria only.

*This section is an optional extra benefit and only applies if it is shown as covered on **Your** certificate of insurance.*

What we will pay

The price you paid for **Your** pet, up to the maximum benefit, if it is stolen due to forced or violent entry or dies or is proven missing as a result of fire, wind, storm, lightning or flood during the period of insurance and is not recovered or does not return.

If you have no formal proof of how much you paid for **Your** pet, we will pay the market value or purchase price, whichever is less. If you did not pay for **Your** pet, we will pay the market value.

What you pay

The excess shown on **Your** certificate of insurance.

What we will not pay

1. Any amount which exceeds the maximum benefit for the relevant cover, or which will result in the maximum benefit being exceeded.
2. Any amount if you or the person looking after **Your** pet has freely parted with it, even if tricked into doing so, unless anyone was looking after or transporting **Your** pet in return for money, goods or services.
3. Any amount if a claim has not been submitted within one (1) year of **Your** pet going missing (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of the VersVG; please read point 7) under "How to claim" on page 17 of this insurance brochure.
4. Any amount in the event of escape or mysterious disappearance (unless by a weather peril).
5. Theft from an unattended vehicle or from an unattended stand at a show or exhibition.
6. Theft or loss from an alcohol licensed premises.
7. Theft or loss from an address **Your** pet has been living at for longer than thirty (30) days which is not the address on **Your** certificate of insurance.

Special conditions for loss from theft, fire or weather perils

1. You must immediately take all reasonable steps to find or recover **Your** pet.
2. You must take the following steps:
 - within twenty-four (24) hours of you discovering **Your** pet is stolen, you must tell the appropriate authority and obtain written confirmation of **Your** report. Depending on where you live the appropriate authority may be **Your** local council or the police.
 - tell all the vets and local rescue centres within a reasonable distance of the area where **Your** pet was last seen, within five (5) days of **Your** pet going missing.
 - if **Your** pet is microchipped, you must notify Petcard (www.petcard.at) and vet to advise that **Your** pet was stolen or is missing.
 - if **Your** pet has not been found within ninety (90) days, please fill in a claim form and return it to us as soon as possible.
3. If **Your** pet was lost or stolen while being transported by a shipping agent or aircraft, you must immediately report the loss to the operator and obtain written confirmation of **Your** report.

4. If the loss or theft happened during **Your** journey, please also send us the booking invoice for **Your** journey or any other official documentation to show the dates of **Your** journey.
5. Settlement for loss of **Your** pet by theft will not be made until ninety (90) days after the reported incident and then only in the event that **Your** pet is not recovered.
6. To claim for theft the following security requirements must be in place if **Your** pet is kept outside:
 - single pet or collection of pets insured, valued up to 1.500 €: All openings to the enclosures must be protected by closed shackled high tensile steel padlocks.
 - single pet or collection of pets insured, valued between 1.500 € and 10.000 €: All openings to the enclosures must be protected by closed shackled high tensile steel padlocks. Enclosures must be constructed to a standard suitable to prevent theft or escape of **Your** pets. Security lighting must be operational continuously covering the enclosure. Enclosure must be recorded continuously by CCTV including day and night vision and the CCTV must be powered by wires connected to a mains power system. We will require a copy of this in the event of a claim.
 - single pet or collection of pets insured, valued over 10.000 €: Please refer to **Your** certificate of insurance for security requirements which will apply.
7. To submit a claim for theft or straying you must have advertised the loss of **Your** pet for at least ninety (90) days and when you claim you must provide us with evidence showing the advertising took place, the pet's purchase receipt from where you bought **Your** pet, where applicable. We will not pay for this information.
8. If the claim is paid the purchase receipt will not be returned to you.
9. If **Your** pet is found or returns, you must repay the full amount we have paid you.
10. Outside pet housing and/or enclosures must be constructed and maintained to a standard that will withstand normal weather perils. If there is a disagreement between you and us in respect of normal weather perils, the details will be referred to an independent specialist/loss adjuster mutually agreed upon. Both you and we agree to accept the third party's decision.
11. You must maintain all CCTV systems, fire extinguishers, smoke alarms, electrical wiring and appliances, security lights and locks in accordance with the manufacturers recommendations, where applicable, and secure the premises where **Your** pet is kept when they are unoccupied and during the hours of darkness. All security systems must be fully operational at all times and activated when premises are unoccupied.
12. In the event of death by a weather peril, a death certificate issued by a vet will be required.
13. In the event of death by fire, a death certificate by a vet or verification by an independent third party, e.g. fire officer is required.
14. If there have been any break-ins or attempted break-ins at the premises where **Your** pet is kept within the twelve (12) months prior to the commencement of **Your** policy, you must have notified us before **Your** cover commences.

There are other actions you can take, which although are not requirements of this insurance, may help to improve the chances of **Your** pet returning home. This includes notifying all vets, local rescue centres, distributing flyers and searching the local area. We are happy to share useful tips with you if you contact us.

Loss from not returning whilst flying

Cover for loss from not returning whilst flying applies in Austria only.

*This section is an optional extra benefit only available to birds of prey and only applies if it is shown as covered on **Your** certificate of insurance.*

What we will pay

The price you paid for **Your** pet, up to the maximum benefit as agreed and stated in **Your** certificate of insurance, if it is proven missing whilst flying during the period of insurance and is not recovered or does not return.

If you have no formal proof of how much you paid for **Your** pet, we will pay the market value or purchase price, whichever is less. If you did not pay for **Your** pet, we will pay the market value.

What you pay

The excess shown on **Your** certificate of insurance.

What we will not pay

1. Any amount which exceeds the maximum benefit for the relevant cover, or which will result in the maximum benefit being exceeded.
2. Any amount in the event of escape or mysterious disappearances.
3. Any amount if a claim has not been submitted within one (1) year of **Your** pet going missing (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of the VersVG; please read point 7) under "How to claim" on page 17 of this insurance brochure.
4. Any amount if the loss happened prior to the period of insurance.
5. Any amount due to a loss which is excluded on **Your** certificate of insurance or generally not covered within these insurance terms and conditions.
6. Any amount if **Your** bird is not flown with telemetry tracking equipment.

Special conditions for loss from not returning whilst flying

1. **Your** pet must be flown with telemetry tracking equipment.
2. Settlement for loss of **Your** pet will not be made until ninety (90) days after the reported incident and then only in the event that **Your** pet is not recovered.
3. Any loss must be notified to us as soon as it occurs.
4. You must immediately take all reasonable steps to find or recover **Your** pet.
5. You must take the following steps:
 - tell all the vets and local rescue centres within a reasonable distance of the area where **Your** pet was last seen, within five (5) days of **Your** pet going missing.
 - if **Your** pet has not been found within ninety (90) days, please fill in a claim form and return it to us as soon as possible.
6. To submit a claim for theft or loss you must have advertised the loss of **Your** pet for at least ninety (90) days and when you claim you must provide us with evidence showing the advertising took place, the pet's purchase receipt from where you bought **Your** pet, where applicable. We will not pay for this information.
7. If the claim is paid the purchase receipt will not be returned to you.
8. If **Your** pet is found or returns, you must repay the full amount we have paid you.

There are other actions you can take, which although are not requirements of this insurance, may help to improve the chances of **Your** pet returning home. This includes notifying all vets, local rescue centres, distributing flyers and searching the local area. We are happy to share useful tips with you if you contact us.

Claiming

Making a claim

It's distressing when a much-loved pet suffers an injury or illness so we do all we can to make the claims process as quick and easy as possible. There's lots of useful information on **Our** website petcovergroup.com/at to assist you with making a claim.

We guarantee to handle **Your** claim fairly and promptly. We will provide a claims handling service for as long as you remain a client of Petcover EU Agentur GmbH, and we will assist you in the pursuance and settlement of **Your** claim.

Claim payments will be made directly into **Your** bank account. If another method of payment is required, any costs incurred for administration will be deducted from the claim settlement.

How to claim

1. Notify us of a potential claim as soon as possible by:
 - downloading and completing a claim form from **Our** website: petcovergroup.com/at; or completing the claim form online, upload the relevant documentation and submit, or
 - contact us by telephone if you would like us to send you a claim form.
2. Claims for veterinary fees only may be lodged with **Your** vet (if mutually agreed by **Your** vet) and we will pay the veterinary practice directly. You will need to pay **Your** vet the applicable excess(es) and any non-claimable items.
3. You must notify us about claims for veterinary fees and alternative or complementary treatment no later than one (1) year after the treatment date (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of the VersVG: please read point 6) under "How to claim" on page 17 of this insurance brochure.
4. We will not guarantee on the phone if we will pay a claim. You must send us a claim form that has been fully completed and we will then inform you of **Our** decision in writing
5. For claims for advertising and reward, you must phone us on 0800 400 720 and talk to **Our** claims team for the approval of any reward before you advertise it.
6. **Exemption from performance by the insurer in accordance with section 6 (3) of the VersVG:** If the exemption from performance has been agreed in the event that an obligation is violated that has to be met by the insurer after the insured event occurs, the agreed legal consequence does not occur if the injury does not occur intentionally or is based on gross negligence. If the obligation is not violated with the intention of influencing the insurer's obligation to provide benefits or impairing the establishment of such circumstances that are visibly significant for the insurer's obligation to provide benefits, the insurer remains obliged to provide benefits insofar as the violation does not affect the determination of the insured event or has an impact on the determination or the extent of the benefit incurred by the insurer.

Supporting documents required when claiming

For veterinary fees & alternative or complimentary treatment

Please send us:

- The fully completed claim form.
- The full itemised invoices from the veterinary practice which show what you are claiming for. If necessary, we may request the original invoice.
- **Your** pet's full clinical history. When you make the first claim for **Your** pet, we will obtain its full clinical history.
- The full clinical history is a record of all visits **Your** pet has made to a vet and this information will be obtained from each veterinary practice **Your** pet has attended.
- Claims for certain conditions may also require additional information about **Your** pet's full clinical history. We will advise you if we need this once we receive **Your** claim form.
- For veterinary fees, if the claim is for treatment in an agreed country, you need to provide the booking invoice for **Your** journey or any other official documents which show the dates of **Your** journey.

For advertising and reward

You must phone us on 0800 400 720 and talk to **Our** claims team for the approval of any reward before you advertise it. Please send us:

- The fully completed claim form.
- The invoices and receipts to show the costs involved, including a receipt for any reward paid. If necessary, we may request the original invoices.
- If the loss or theft happened during **Your** journey, the booking invoice or another official document to show the dates of **Your** journey.
- If applicable the police or operator's report.

For death from illness or injury

Please send us:

- The fully completed claim form.
- The post-mortem or death certificate from **Your** vet (see Death from illness or injury, Conditions 1.).
- The purchase receipt from when you bought **Your** pet.
- A copy of EG-certificate, if applicable.

For loss from theft, fire or weather perils

In the event of theft, you should immediately notify the local police of the circumstances surrounding **Your** loss. In the event of the loss or death of **Your** pet from fire or weather perils, we may require an independent third party to substantiate the death (i.e. the attending fire officer). Please send us:

- The fully completed claim form.
- Evidence of the advertising carried out to try and find **Your** pet.
- The purchase receipt from when you bought **Your** pet.
- A copy of EG-certificate, if applicable.

For loss from not returning whilst flying

Please send us:

- The fully completed claim form.
- The purchase receipt from when you bought **Your** pet.
- A copy of EG-certificate, if applicable.

Making a complaint

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 wish to make a complaint, you can do so at any time by sending the matter in the first instance to us.

The address is:

Petcover EU Agentur GmbH

Klostertal 60

2770 Gutenstein

Phone 0800 400 720

Email info.at@petcovergroup.com

Website petcovergroup.com/at

If you have bought a product or service online, you can also make a complaint via the European commission's Online Dispute Resolution (ODR) platform. The ODR platform will redirect **Your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>.

As a consumer, you also have the option of contacting the consumer arbitration board (www.consumable-lightening.at) if no agreement can be reached.

You also have the right to send **Your** complaint to the Austrian Financial Market Authority (FMA). Further information on the FMA can be found at <https://www.fma.gv.at> or by phone at (+43) 1 249 59 0.

Please note:

Submitting a complaint does not prevent you from always calling the ordinary courts.

Data privacy notice – Petcover EU Agentur GmbH

Your information has been, or will be, collected or received by Petcover EU Agentur GmbH. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details.

The full data privacy notice can be found at petcovergroup.com/at.

A paper copy of the data privacy notice can be obtained by contacting us by email info.at@petcovergroup.com or at this address:

Petcover EU Agentur GmbH

Klostertal 60

2770 Gutenstein

Data privacy notice – Arch Insurance (EU) DAC

The **Insurer** are a data controller(s) (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data the **Insurer** collects about **You**, how they use it, who they share it with, how long they keep it and **Your** rights relating to **Your** personal data, please refer to the **Insurer** Privacy Notice which will be available on the **Insurer** website archcapgroup.com/privacy-policy.

In summary:

The **Insurer** may, as part of their agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

The **Insurer** collects and processes **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to the **Insurer** or which process information on behalf of the **Insurer** (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). The **Insurer** will ensure that they keep **Your** information secure and do not use it for purposes other than those that are specified in the Privacy Notice.

Some third parties that process **Your** data on behalf of the **Insurer** may do so outside of the European Economic Area ("EEA"). This transfer and processing are protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

The **Insurer** will keep **Your** personal information only for as long as they believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

The **Insurer** will share **Your** information if they are required to by law. The **Insurer** may share **Your** information with enforcement authorities if they asked to do so, or with a third party in the context of actual or threatened legal proceedings, provided they can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in the Privacy Notice, please contact:

Data Protection Officer
Arch Insurance (EU) DAC
5th Floor
60 Great Tower Street
London
EC3R 5AZ
UK

Email DPO@archinsurance.co.uk

Contact us

If you need any help with **Your** policy at any point, please contact us. We are open Monday to Friday from 9am to 5pm.

Phone 0800 400 720
Email info.at@petcovergroup.com
Post **Petcover EU Agentur GmbH**
Klostertal 60
2770 Gutenstein
Website petcovergroup.com/at

This insurance is issued by Petcover EU Agentur GmbH trading as Petcover Austria in accordance with the authorisation granted to them under the binding authority agreement with Arch Insurance (EU) DAC.

Petcover EU Agentur GmbH is registered in Austria under number FN514361p. Petcover EU Agentur GmbH is authorised and regulated by the Austrian Financial Market Authority (FMA).

Details of the Insurer

This insurance is underwritten by Arch Insurance (EU) DAC.

Arch Insurance (EU) DAC, registered office Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 is regulated by the Central Bank of Ireland. Company registration: 505420.



Petcover EU Agentur GmbH

Klostertal 60
2770 Gutenstein

Telephone 0800 400 720 | **Email** info.at@petcovergroup.com | **Website** petcovergroup.com/at

Petcover EU Agentur GmbH, GISA number: 32484052, works as an insurance agent and has the following agency relationships:
Petcover EU Agentur GmbH is entitled to receive premiums for the insurance company or amounts intended for the customer.
Your insurer is Arch Insurance (EU) DAC with its registered office at Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.