



# Policy Wording

Basic | Senior



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 horse.

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](mailto:info.at@petcovergroup.com) | **Website** [petcovergroup.com/at](https://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 horse as part of the family.

We hope your horse 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 horse 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 person who wants cover for the value of their horse if stolen or goes missing and in the event of death following an injury or illness with the option to add additional cover if required.

## Important information

This document, the certificate of insurance and any related exclusion from **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** horse'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 horse's health:

You must tell us:

- If **Your** horse has shown any signs of illness or injury or been unwell.
- If **Your** horse has been seen by a vet for any reason other than routine or preventative treatment and/or neutering.
- If **Your** horse has any issues that you have discussed with a vet regarding **Your** horse's health, whether or not any treatment resulted from such discussion.
- If **Your** vet or veterinary practice has advised that **Your** horse'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** horse is kept has changed.
- You no longer own any of the horses shown on **Your** certificate of insurance.
- There have been any break-ins or attempted break-ins at the premises where **Your** horse is kept in the last twelve (12) months.

These lists are not exhaustive.

## 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, fax, 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](mailto: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 organized 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 22.

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](mailto:info.at@petcovergroup.com) or by post to Petcover EU Agentur GmbH, Klostertal 60, 2770 Gutenstein.

### 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).
- As well as any case in which you put the interests of the insurer at **Your** own risk in a particularly serious manner.
- Threatening or abusive behaviour or the use of threatening or abusive language.

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.

<b>Accident</b>	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.
<b>Agreed countries</b>	means any country which is a member of the European Union at the commencement of the policy, including all Schengen states.
<b>Alternative or complementary treatment</b>	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 authorised veterinarian. <ul style="list-style-type: none"> <li>• <b>Acupuncture</b> or homeopathy carried out by a member of a veterinary practice.</li> <li>• <b>Herbal medicine</b> prescribed by a member of a veterinary practice.</li> <li>• <b>Chiropractic</b> manipulation carried out by a member of a veterinary practice.</li> <li>• <b>Hydrotherapy</b> carried out by a member of a veterinary practice in a pool/water treadmill owned by the veterinary practice.</li> <li>• <b>Osteopathy</b> carried out by a member of a veterinary practice.</li> <li>• <b>Specialist Farriery</b> (corrective, remedial, therapeutic, and/or surgical) carried out by a farrier registered with the relevant body.</li> </ul>
<b>Behaviour modification programme</b>	means a programme written by an animal behaviourist who is a member of a veterinary practice detailing specific techniques to be used and action to be taken with the aim of permanently changing <b>Your</b> horse's behaviour.
<b>Behavioural illness</b>	means any change to <b>Your</b> horse's normal behaviour, resulting from a mental or emotional disorder diagnosed by a vet.
<b>Bilateral condition</b>	means any condition affecting body parts of which the horse has at least two, including, but not limited to eyes, ears, patella's (knees). When applying an exclusion, bilateral conditions are considered as one condition.
<b>Certificate of insurance</b>	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 <b>Your</b> cover.
<b>Class of use</b>	means the purpose for which <b>Your</b> Horse is used and for which it is insured. The activities <b>Your</b> Horse is covered for are shown on <b>Your</b> Certificate of Insurance.
<b>Clinical sign(s)</b>	mean changes in <b>Your</b> horse's normal healthy state, its bodily functions or behaviour.
<b>Condition</b>	means any condition that causes discomfort, dysfunction, distress, including injuries and illnesses, disabilities, disorders, clinical sign(s), syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the horse afflicted.
<b>Elective surgery or treatment</b>	means a treatment that is, but not limited to, spaying or castration; micro-chipping; grooming and de-matting, cosmetic or aesthetic procedures or surgery, or elective surgery including but not limited to prescription diet foods, and any treatment not related to an injury, illness, or trauma. Elective surgery or treatment that is beneficial to the horse but is not essential for <b>Your</b> horse's survival or does not form part of a treatment for an injury or illness, or any treatment, diagnostic or procedure you request, which the vet confirms is not necessary to treat an injury or illness.
<b>Equine passport</b>	is a horse passport that is uniform within Europe. The equine passport has to be issued by <b>Your</b> breeder association, which is registered in Austria or the Austrian Equestrian Federation (OEPS).
<b>Excess</b>	means the amount(s) shown on <b>Your</b> certificate of insurance that you must pay for each unrelated condition claim made under <b>Your</b> policy per period of insurance.
<b>Family</b>	means <b>Your</b> spouse, life partner, partner, parents, sons and/or daughters, grandparents, brothers, sisters, grandsons and/or granddaughters including family of step relationships.
<b>Home</b>	means the place in Austria and where you usually live.
<b>Illness(es)</b>	means any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities <b>Your</b> horse was born with or were passed on by its parents.
<b>Illness which starts in the first twenty-one (21) days of cover</b>	means an illness that: <ul style="list-style-type: none"> <li>• showed clinical sign(s),</li> <li>• is the same as, or has the same clinical sign(s) or diagnosis as an illness that showed clinical sign(s),</li> <li>• is caused by, relates to, or results from, a clinical sign(s) that first occurred,</li> </ul> <p>In the first twenty-one (21) days of:</p> <ul style="list-style-type: none"> <li>• <b>Your</b> horse's first period of insurance, or</li> <li>• the cover being added to <b>Your</b> insurance.</li> </ul> <p>No matter where the illness or clinical sign(s) occur or happen in, or on, <b>Your</b> horse's body, the twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22nd) day of cover.</p>

<b>Injury/injuries</b>	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.
<b>Insurer(s)</b>	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.
<b>Loan/ Lease agreement</b>	means an agreement where a person other than the owner of the Horse is responsible for the Horse's stable, grazing, health and general care.
<b>Journey</b>	means travel from <b>Your</b> home within Austria or any of the agreed countries undertaken during the period of insurance for a maximum of ninety (90) days for all journeys in the period of insurance. This includes the duration of <b>Your</b> holiday or business trip and any travel in and between Austria and an agreed country and return journeys to <b>Your</b> home.
<b>Market value</b>	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 <b>Your</b> horse as determined by us.
<b>Maximum benefit(s)</b>	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.
<b>Member of a veterinary practice</b>	means any person legally employed by a veterinary practice under a contract of employment, other than a vet who may be the Insured.
<b>Optional extra benefit(s)</b>	<ul style="list-style-type: none"> <li>• means a benefit that you can elect to include in addition to the basic insurance. There are various optional extra benefits in <b>Our</b> horse plans:</li> <li>• Veterinary Fees – Economy and Superior</li> <li>• Disposal</li> <li>• Permanent loss of use</li> <li>• Horse trailer or Horse drawn vehicle</li> <li>• Saddlery &amp; Tack</li> </ul> <p>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 <b>Your</b> certificate of insurance. Please note, not all optional benefits may be available on all offered plans.</p>
<b>Our vet</b>	means any vet appointed or engaged by us to carry out treatment to <b>Your</b> horse or discuss <b>Your</b> horse's treatment with <b>Your</b> vet.
<b>Period of insurance</b>	means the time during which we give cover as shown on <b>Your</b> 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 <b>Your</b> horse has been added to <b>Your</b> Insurance or it has been cancelled.
<b>Personal circumstances</b>	means circumstances about you, <b>Your</b> family or <b>Your</b> horse which you have limited or no control over. Examples of personal circumstances are (but not limited to) a lack of transport, <b>Your</b> horse's size or behaviour, <b>Your</b> home environment, you or <b>Your</b> family's working hours, <b>Your</b> child-care arrangements, <b>Your</b> family's other commitments etc.
<b>Petcover EU Agentur GmbH</b>	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.
<b>Policy</b>	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.
<b>Policy aggregate</b>	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.
<b>Pre-existing condition(s)</b>	<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"> <li>• has happened or first showed clinical sign(s);</li> <li>• has the same diagnosis or clinical sign(s) as an injury, illness or clinical sign(s) <b>Your</b> horse had; or,</li> <li>• is caused by, relates to, or results from an injury, illness or clinical sign(s) <b>Your</b> horse had occurring or existing:</li> </ul> <ul style="list-style-type: none"> <li>• Before <b>Your</b> horse's cover started, or prior to the policy commencement date</li> <li>• During the twenty-one (21) day waiting period; or</li> <li>• Before the cover was added to <b>Your</b> insurance.</li> </ul> <p>This applies no matter where the injury, illness or clinical sign(s) occurred or happen in, or on, <b>Your</b> horse's body. This is regardless of whether or not we place any exclusion(s) for the injury/illness.</p> <p>When referring to pre-existing conditions and conditions affecting a part of <b>Your</b> horse's body of which it has two, it will be deemed to be a bilateral condition, and both will be excluded from cover.</p>
<b>Replacement value</b>	means the price generally paid for new Saddlery and Tack of the same brand, make, age, type and condition, as the Saddlery & Tack that has been stolen or destroyed.
<b>Riding</b>	means riding, driving, leading, mounting, dismounting or handling <b>Your</b> horse.

<b>Routine or preventative treatment</b>	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, maintaining a healthy diet.
<b>Saddlery &amp; tack</b>	means saddles, bridles, leathers, irons, harness and riding tack normally used on <b>Your</b> horse while it is being used for the activities set out on the certificate of insurance, (clothing or personal effects are not included).
<b>Sum Insured</b>	means the amount you have chosen, and we have accepted as the most we will pay.
<b>Therapist</b>	means a certified clinical animal behaviourist who is a member of a veterinary practice.
<b>Treatment</b>	means veterinary treatment or alternative or complementary treatment.
<b>Treatment of a behavioural illness</b>	means the treatment by a therapist of a change(s) to <b>Your</b> horse's normal behaviour that is caused by a mental or emotional disorder which could not have been prevented by training and/or spaying/castration.
<b>Twelve (12) Months</b>	means a consecutive period of three hundred and sixty-five (365) days.
<b>Vet(s)</b>	means a veterinarian, specialist veterinarian, veterinary practice, clinic, hospital or centre including referral hospitals, <ul style="list-style-type: none"> <li>• who/which in Austria is registered with the Österreichische Tierärztekammer.</li> <li>• who/which in an agreed country is registered in the country where he/she practices.</li> <li>• who/which is other than the one that is the insured.</li> </ul>
<b>Veterinary fee(s)</b>	means the amount vets in general or referral practices usually charge.
<b>Veterinary practice</b>	means any veterinary practice or clinic that is registered with the Österreichische Tierärztekammer.
<b>Veterinary treatment</b>	means the cost of the following when required to treat an illness or injury: <ul style="list-style-type: none"> <li>• 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</li> <li>• any medication prescribed by a vet, and</li> <li>• physiotherapy and treatment of a behavioural illness.</li> </ul>
<b>Waiting period</b>	means a period of time starting from the commencement date of the policy during which an injury or illness or condition, which first occurs or shows clinical sign(s), will be excluded from cover unless otherwise stated on <b>Your</b> certificate of insurance. The following waiting periods apply to <b>Your</b> policy. <ul style="list-style-type: none"> <li>• Twenty-one (21) day waiting period - a period of twenty-one (21) days starting from the commencement date of the policy (excluding renewals) as shown on <b>Your</b> certificate of insurance of the initial period of insurance, during which an illness that first occurs or shows clinical sign(s) will be excluded from cover unless otherwise stated on <b>Your</b> certificate of insurance. The twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22nd) day of cover.</li> </ul>
<b>We, us, our</b>	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.
<b>You, Your</b>	means the person(s) named on the certificate of insurance as the policy holder.
<b>Your horse</b>	means the horse or pony mentioned by name on the certificate of insurance.
<b>Your vet</b>	means the vet you employ to carry out <b>Your</b> horse's treatment.

# 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 horse

Throughout the period of insurance you must take all reasonable steps to maintain **Your** horse'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, he 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 us 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.
- You must arrange and pay for **Your** horse 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** horse vaccinated against tetanus and equine influenza. If not, the policy will not cover any costs relating to these illness(es). If you do not keep **Your** horse vaccinated, we may refuse or reduce the amount we pay under the claim that results from any of the above illnesses.
- You must arrange for a vet to examine and treat **Your** horse 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** horse examined by **Our** vet.
- You must follow a veterinary recommended worming programme for **Your** horse and you must keep a record of the dates **Your** horse was worm egg counted and/or wormed and the wormer used. The policy will not cover any costs that result from you not following the worming programme.
- You must make sure anyone riding **Your** horse has the experience to ride it and is able to ride it. They must only use **Your** horse for the activities listed in the class of use you have chosen, which are shown on **Your** certificate of insurance.

## Precautions

Throughout the period of insurance you must take all reasonable steps to:

- maintain **Your** horse's health.
- supply a secure and safe environment for **Your** horse to prevent injury, illness, theft or straying.
- manage **Your** horse to prevent injury to a person or another animal and damage or destruction to any property.

## Class of use

- You must always, insure **Your** horse in the class of use which covers all the activities that **Your** horse is used for. The activities **Your** horse is covered for are stated on **Your** certificate of insurance. **Your** policy does not cover any illness, injury or

incident which:

- Happens when **Your** horse is being used for an activity which is not covered by **Your** policy, or
- Is in any way related to **Your** horse carrying out an activity that is not covered by **Your** policy. For example (but not limited to) - the **Your** horse goes out hunting and is found to be lame the following **Your** morning. If the policy does not cover hunting, we will not **Your** consider any costs for the lameness.
- If an activity is listed on **Your** certificate of insurance, **Your** policy provides cover when **Your** horse is being transported by vehicle **Your** or warmed up/cooled down for the purpose of that activity. For **Your** example (but not limited to), if cross-country is listed, **Your** policy provides cover when you are transporting **Your** horse by vehicle and warming it up/cooling it down for the purpose of cross-country. **Your** policy does not cover any illness, injury or incident which arises from the transportation or warming up/cooling **Your** down of **Your** horse for an activity which is not listed on **Your** certificate of insurance. The only exception to this is if **Your** horse needs to be transported to a veterinary practice; **Your** policy will cover **Your** horse during transportation for this reason.
- You can reduce the class of use at renewal only.
- You can increase the class of use at any time.

## Insure at the right value

You must at all times insure **Your** horse for its current market value. It is **Your** responsibility to ensure the sum insured you have chosen, and we have agreed, for **Your** horse is kept up to date on **Your** policy. You must review the sum insured on a regular basis to ensure it accurately reflects the market value of **Your** horse as this can change over time. In the event of **Your** horse's death we will pay the market value or sum insured whichever is less. If the market value at the time of death is lower than the sum insured shown on **Your** certificate of insurance:

- We will only pay the market value, and
- We will not provide any refund of premium for the difference between the sum insured and the amount we pay.

## If Your Horse is on loan to You:

- Once **Your** application is finalised, we will write to the owner of the horse. We will confirm the cover in place and advise any claim settlement for Death, Theft or Straying or Permanent Loss of Use will be paid directly to you and not the horse's legal owner, regardless of any arrangements stated in the loan/lease agreement.
- If you submit a claim for Death, Theft or Straying or Permanent Loss of Use, we will write to the owner of the horse to advise the claim has been submitted.

## Ownership

You must be the owner of **Your** horse. **Your** cover will stop immediately if ownership is transferred to another person or organisation.

## 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 8) on page 20 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 8) on page 20 of these GCI). To the extent permitted by law, we will only pay **Our** share of the claim.

## 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** horse or is about to treat **Your** horse, 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.

## Second opinion

If we consider the veterinary treatment or alternative or complementary treatment **Your** horse receives may not be required, may be excessive, or for an excessive cost, 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 or alternative or complementary treatment provided is required we may decide to pay only the cost of the veterinary treatment or alternative or complementary treatment that was necessary to treat the injury or illness, as advised by **Our** vet from whom we have requested the second opinion.

## Permission for Your vet or therapist to provide information

You agree that any vet or therapist has **Your** permission to release any information we ask for about **Your** horse. If the vet or therapist makes a charge for this, you must pay the charge.

## 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** horse's claims and 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** horse during the period of insurance, unless:

- You decide to change **Your** horse'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** horse 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.

## Pre-existing conditions

Any injury or illness which occurred before **Your** horse's cover started or before death from illness is added to the policy is a pre-existing condition and something which will never be covered by **Your** insurance. This is regardless of whether we place an exclusion for the injury/illness or not.

## Illnesses in the waiting period

Any illness which starts in the first twenty-one (21) days of cover (waiting period) or after death from illness is added to the policy. The twenty-one (21) day waiting period will cease at 00.01 on the twenty-second (22nd) day of cover starting or after death from illness is added to the policy. **Your** policy does not cover any claim relating to any of these injuries or illnesses which started or showed clinical sign(s) within the waiting period. If, at a later time any of these injuries or illnesses which started or showed clinical sign(s) within the waiting period represents again with the same diagnosis, we will also not cover any costs to treat that injury or illness. This is regardless of whether **Your** vet confirms the past and current injuries or illnesses are, or are not, linked.

## Exclusions

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. Exclusions can be added on **Your** policy at the start of **Your** first period of insurance based on **Your** answers to **Our** questions and any supplementary information provided. We can also place exclusions during the period of insurance but we can only do this if we find out that when we asked during **Your** application, you did not tell us about something or you provided us with inaccurate information (regardless of whether or not you thought it was accurate at the time). In these cases, the exclusion(s) will be placed back to the start of **Your** first policy.

**Your** policy does not cover any claim that results from an injury, illness or incident which falls under any exclusion placed on **Your** policy. An exclusion can be temporary or permanent. If the exclusion is temporary, upon request we will tell you under what circumstances we will reconsider the exclusion and what information you will need to provide. you must pay for the cost of this information. Please contact us if you wish to discuss any exclusions on **Your** policy.

## 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** horse is

on a journey. This type of cover is limited to the agreed countries for a maximum of ninety (90) days in each period of insurance. While **Your** horse is outside of Austria you must follow the conditions of the agreed countries.

You must not take **Your** horse outside of Austria if a vet has advised against it. If you do, **Your** horse will not be covered when outside of Austria.

You agree to pay translation costs for any claim documentation not written in German or English.

## 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** horse must live in Austria.
- If **Your** address, or the address of **Your** horse, 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.

## Update information previously provided

Throughout **Your** period of insurance you need to tell us about certain information. The things you need to tell us about are detailed in **Your** certificate of insurance and in the **Your** duty to disclosure to us` in the insurance terms and conditions. It's important you check any new documents we send to understand the information we need. If you do not provide us with the full and/or accurate information, it can result in a claim not being paid or affect the cover we provide.

## 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.

## Lost horses

If **Your** horse is lost or missing when you first take the policy, the cover under the policy will not start until you are reunited with **Your** horse and any incident, injury or illness which occurs before you are reunited will not be covered by the policy.

## You work in a veterinary practice

If you are a vet, you can treat **Your** own horse but another vet must be present during any procedure and countersign the claim form. If you are a veterinary nurse, you cannot complete the veterinary practice part of **Your** own claim form.

## Transferring Insurance

This insurance is not transferrable.

## Your Age when cover starts

You must have been over the age of 18 at the time You purchased this insurance.

# General exclusions

We will not pay any benefit under the policy for any costs or expenses incurred by you that are caused by, arise out of, or are in any way related to or connected with:

## Your certificate of insurance

A condition, injury or illness specifically excluded on **Your** certificate of insurance.

## Your horse's age

Any horse that is less than thirty (30) days old or older than thirty (30) years.

## Laws and regulations

- You breaking the Austrian laws or regulations, including those relating to animal health or importation regulations.
- **Your** horse being confiscated or destroyed by any government or public or local authority or any person or body having the jurisdiction to do so, including because it was worrying livestock.
- Any government or public or local authority or any person or body having the jurisdiction to do so having put restrictions on **Your** horse.
- Legal expenses, fines and penalties connected with or resulting from a criminal court case or federal law.
- Any costs caused because the local government body or municipality has put restrictions on **Your** horse.
- Any benefit to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Radiation

Radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.

## Transmission of disease

A disease transmitted from animals to humans.

## War, acts of terrorism, riot, revolution or any similar event

An act of force or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.

## When Your horse is on a journey in an agreed country

The following exclusions apply:

- You not following the conditions of international horse travel.
- Any journey you take **Your** horse on against a vet's advice.
- Any animal less than twelve (12) weeks old.
- A foreign government or public authority putting restrictions on **Your** horse.
- **Your** horse living permanently outside of Austria.
- An illness that **Your** horse contracted while outside of Austria or the agreed countries that it would not normally have contracted in Austria or the agreed countries.

## Routine or preventative treatment

Cost of routine or preventative treatment or care 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 or check-ups, vaccinations, worm prevention medication, flea and other internal/ external parasite prevention.

## Care and negligence

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** immediate family or anyone living with you or acting with **Your** express or implied consent.

## Pandemic disease

Any pandemic disease that causes widespread illness, death or destruction affecting horses or ponies.

## Vaccinations

Any horse not vaccinated against tetanus and equine influenza or any other disease that there is a known vaccine and vets recommend vaccination. If not, the policy will not cover any costs relating to these illness(es).

## Reasonable precautions

**Your** failure to take all reasonable precautions to protect **Your** horse from or by aggravating or prolonging an injury or illness.

## Your legal liability

**Your** legal liability for payment of compensation in respect of:

- death, bodily injury or illness, and/or
- physical loss or damage to property.

Other exclusions may apply to **Your** Policy, including the exclusions to all cover sections under the heading "What We Will Not Pay".

Other exclusions may also be shown on **Your** Certificate of Insurance and/or on any other document We give You that We tell You forms part of **Your** Policy.

# Cover

At Petcover, we are proud of the insurance cover we provide for horses. 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 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.

If you take out **Your** policy for a new horse and **Your** horse is outside Austria, **Your** policy will start when **Your** horse enters Austria.

# Theft or straying

## What We will pay

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

- The sum insured or the market value of **Your** horse whichever is less, if it is not found or does not return.
- The cost of advertising to try and find **Your** horse and the reward you have offered when **Your** horse is found.
- The amount **Your** horse's market value has reduced by, if the people who stole it castrate it.

## What We will not pay

- More than the sum insured or the market value of **Your** horse whichever is less.
- Any amount if you do not have death as shown as covered on the certificate of insurance.

- More than 300 € for the cost of advertising and the reward you have paid.
- Any amount if you or the person looking after **Your** horse has freely parted with it, even if tricked into doing so, unless the person was looking after or transporting **Your** horse in return for money, goods or services.
- Any amount for the death of an unborn foal, embryo or foetus.
- Any amount if the theft or loss of **Your** horse involves **Your** employee's dishonesty.
- Any amount arising from unexplained disappearance, escape or voluntary parting of possession or title to **Your** horse as a result of you being induced by fraud, trickery or similar false pretences.
- Any reward paid to a member of **Your** immediate family, any person living with you or employed by you or the person who has **Your** horse on loan.
- Any other financial loss, legal compensation, costs or expenses as a result of the theft or straying of **Your** horse.
- If a claim has not been submitted within twelve (12) months of **Your** horse going missing, this will not be covered by the policy.
- We will not make any claims payment until we have received the following:
  - Evidence of **Your** legal ownership of the horse (passport or purchase receipt showing you as owner).
  - If the horse was on loan or leased, a copy of the loan/lease agreement, signed by both parties and either **Your** horse's passport or purchase receipt showing the owners name.

## Special conditions that apply to theft and straying

- To submit a claim under this section **Your** horse must have been missing for 90 days and you must have advertised the loss of **Your** horse and when you claim you must provide evidence showing the advertising took place.
- You must notify the police as soon as you discover **Your** horse has been stolen or gone missing.
- If **Your** horse is found or returns, you must repay the amount we have paid you for **Your** horse's market value.  
If we pay a claim under theft or straying, **Your** policy is cancelled from the day after **Your** horse went missing.

# Death from injury or illness

*This section is applicable to the Basic plan only.*

## What We will pay

The sum insured or the market value of **Your** horse, whichever is the lesser, following death or euthanasia by a vet as a result of:

- An injury or illness that happens or first shows clinical signs, during the period of insurance;
- Surgery to treat an illness or injury that happens or first shows clinical signs during the period of insurance; or
- Medication to prevent an illness or to treat an injury or illness that happens or first shows clinical signs during the period of insurance.

## What You pay

The excess as shown on **Your** certificate of insurance for each incident.

## What We will not pay

- More than the sum insured or the market value, whichever is less.
- Any amount if the death or euthanasia of **Your** horse happens more than twelve (12) months after the date the injury

happened, or the first clinical signs of the illness were noticed that led to the death or euthanasia.

- Any amount if the death of **Your** horse results from a pre-existing condition.
- Any amount if the death of **Your** horse results from an illness which starts in the first twenty-one (21) days of cover. This means an illness that showed clinical signs in the first twenty-one (21) days of **Your** horse's first period of insurance or the first twenty-one (21) days of the date the section was added to **Your** insurance.
- An illness that has the same diagnosis or clinical signs, as an illness that showed clinical signs in the first twenty-one (21) days of the date the section was added to **Your** insurance.
- An illness that is caused by, relates to, or results from, a clinical sign that was noticed in the first twenty-one (21) days of **Your** horse's first period of insurance or the first twenty-one (21) days of the date the section was added to **Your** insurance.
- Any amount if **Your** vet or **Our** vet believes the illness, or injury **Your** horse is suffering from can be treated.
- Any amount if the euthanasia of **Your** horse is carried out before you tell us about **Your** or **Your** vet's decision for euthanasia, unless **Your** vet believes **Your** horse was in so much pain that it needed immediate euthanasia and there was not time for you to tell us. Before **Your** horse is euthanised we recommend that you ask **Your** vet if **Your** horse's condition meets the current Austrian Animal Welfare Act for the destruction of horses to understand if you are able to submit a claim under this insurance.
- Any amount if the death or euthanasia of **Your** horse results from; an illness or injury that happened; or, an illness or injury which is the same as, or has that same diagnosis or clinical signs as an illness or injury that happened; or an illness or injury that is caused by, relates to or results from an illness or injury that happened before:
  - **Your** horse's cover started; or,
  - the date this section was added to **Your** insurance, no matter where the injury happened in or on **Your** horse's body.
- Any amount if **Your** horse is euthanised and its condition does not meet the current Austrian Animal Welfare Act for the destruction of horses.
- Any amount if you, an immediate family member, anyone living with you, anyone working for you or anyone looking after **Your** horse deliberately caused the death or euthanasia of **Your** horse.
- Any amount if the death or euthanasia of **Your** horse results from medication unless it is given by a vet or under the direction of a vet.
- Any amount if the death or euthanasia of **Your** horse results from a vice or from **Your** horse's behaviour.
- Any amount for a mare's unborn foal, embryo or foetus.
- Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your** horse.
- The cost of a post-mortem examination and/or report.
- The cost of having **Your** horse euthanised, cremated, buried or any other form of disposal.
- Any amount if the death or euthanasia of **Your** horse results from an injury or an illness while taking part in or is related in any way to an activity not shown or covered on **Your** certificate of insurance.
- If a claim has not been submitted within twelve (12) months after the death of **Your** horse, this will not be covered by the policy.
- If you start the cover after **Your** horse's 20th birthday **Your** cover will be injury only under the death from injury (Senior Plan A or B).
- If you start the "death from injury or illness" cover before **Your** horse's 20th birthday, at the renewal following **Your** horse's 20th birthday, this coverage will automatically change to the "Death from injury (Senior Plan A or B)" which is injury only and all cover for illness will stop.
- Any amount if the death of **Your** horse results from an illness if **Your** horse is on the death from injury (Senior Plans A or B).

## Death from injury

*This section is applicable to Senior plan A and B only.*

### What We will pay

The sum insured or the market value of **Your** horse, whichever is the lesser, following death or euthanasia by a vet as a result of:

- An injury or illness that happens or first shows clinical signs, during the period of insurance;
- Surgery to treat an illness or injury that happens or first shows clinical signs during the period of insurance; or
- Medication to prevent an illness or to treat an injury or illness that happens or first shows clinical signs during the period of insurance.

### What You pay

The excess as shown on **Your** certificate of insurance for each incident.

### What We will not pay

- More than the 2.000 € or the market value of **Your** horse, whichever is less.
- Any amount if the death or euthanasia of **Your** horse happens more than twelve (12) months after the date the injury that caused the death or euthanasia.
- Any amount if the death of **Your** horse results from a pre-existing condition.
- Any amount if **Your** vet or **Our** vet believes the injury **Your** horse is suffering from can be treated.
- Any amount if the euthanasia of **Your** horse is carried out before you tell us about **Your** or **Your** vet's decision for euthanasia, unless **Your** vet believes **Your** horse was in so much pain that it needed immediate euthanasia and there was not time for you to tell us. Before **Your** horse is euthanised we recommend that you ask **Your** vet if **Your** horse's condition meets current Austrian Animal Welfare Act for the destruction of horses to understand if you are able to submit a claim under this insurance.
- Any amount if the death or euthanasia of **Your** horse results from; an injury that happened; or, an injury which is the same as, or has that same diagnosis or clinical signs as an injury that happened; or an injury that is caused by, relates to or results from an injury that happened before:
  - **Your** horse's cover started; or,
  - The date this section was added to **Your** insurance, no matter where the injury happened in or on **Your** horse's body.
- Any amount if **Your** horse is euthanized and its condition does not meet the current Austrian Animal Welfare Act for the destruction of horses.
- Any amount if you, an immediate family member, anyone living with you, anyone working for you or anyone looking after **Your** horse deliberately caused the death or euthanasia of **Your** horse.
- Any amount if the death or euthanasia of **Your** horse results from medication unless it is given by a vet or under the direction of a vet.
- Any amount if the death or euthanasia of **Your** horse results from a vice or from **Your** horse's behaviour.
- Any amount for a mare's unborn foal, embryo or foetus.
- Any other financial loss, legal compensation, costs or expenses as a result of the death or euthanasia of **Your** horse.
- The cost of a post-mortem examination and/or report.
- The cost of having **Your** horse euthanised, cremated, buried or any other form of disposal.
- Any amount if the death or euthanasia of **Your** horse results from

an injury while taking part in or is related in any way to an activity not shown or covered on **Your** certificate of insurance.

- If a claim has not been submitted within twelve (12) months after the death of **Your** horse, this will not be covered by the policy.

## Special conditions that apply to death

*(This section is applicable to Basic, Senior A and B plans)*

You must tell us as soon as possible if **Your** horse shows any clinical signs of an injury or an illness.

- If you or **Your** vet decides on euthanasia of **Your** horse, you must tell us immediately.
- If **Your** vet and **Our** vet do not agree that the illness or injury **Your** horse is suffering from can be treated or that it is humane to keep **Your** horse alive, we may employ another specialist vet, who you agree we can employ. The specialist vet will examine **Your** horse and all parties will accept this vet's opinion.
- You must immediately arrange for a vet to examine and treat **Your** horse if it shows clinical signs of an injury or an illness. And, if we decide, you must arrange for **Your** horse to go to another vet that we have chosen.
- For injuries, the period of twelve (12) months will start from the date the injury first happened.
- For illness(es), the period of twelve (12) months will start from the date the illness or clinical signs were first noticed. If **Your** horse has suffered the same clinical signs or has been diagnosed with the same illness in the past, the twelve (12) months cover will start from the very first time **Your** horse suffered from the clinical signs/illness. This applies in all cases regardless of whether:
  - The clinical signs/illness presents in the same or different part of the body, and/or
  - **Your** vet confirms the past and current illness(es) are, or are not, linked.
- Cover is for an injury or illness for twelve (12) months providing you renew the policy and continue to pay the premium and after that time all cover for the injury/illness will stop. If **Your** horse is covered under the veteran plan **Your** cover is limited to injury only.
- You must take proper care of **Your** horse and take all reasonable steps to maintain **Your** horse's health. You must arrange, at **Your** own expense, for **Your** horse to have any treatment normally recommended by a vet to prevent injury or illness.
- If we pay a claim under Death, **Your** policy is cancelled from the day after **Your** horse's death.
- Following the death or euthanasia of **Your** horse you must arrange and pay for a post-mortem examination and/or report.
- We will not make any claims payment until we have received the following:
  - Evidence of **Your** legal ownership of the horse (passport or purchase receipt showing you as owner).
  - If the horse was on loan or leased, a copy of the loan/lease agreement, signed by both parties and either **Your** horse's passport or purchase receipt showing the owner's name.

## Loss of irrecoverable entry fees

*This cover is applicable to the Basic plan only.*

### What We will pay

If, during the period of insurance, **Your** horse dies before a show or event or you are in hospital on the day of a show or event we will pay the cost of any entry fees you cannot recover.

### What We will not pay

- More than 500 € for any entry fee you are unable to recover.
- Any amount if you are in hospital if it is not the result of an injury or illness.
- Any amount if you do not have death by injury or illness, shown as covered on **Your** certificate of insurance horse details.
- Any amount if we have not paid a claim for the death or destruction of **Your** horse under death by injury or illness.

### Special conditions that apply to loss of irrecoverable entry fees

- If cover starts before **Your** horse's 20th birthday at the renewal following **Your** horse's 20th birthday, this coverage will automatically change to one of the Senior Plans which does not cover loss of irrecoverable entry fees.

## Disposal

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

### What We will pay

The cost to remove and dispose of **Your** horse's body following death or euthanasia as a result of an injury that happens or an illness that first shows clinical signs during the period of insurance.

### What We will not pay

- More than the maximum benefit shown on **Your** certificate of insurance.
- Any amount if you do not have Death shown as covered on the certificate of insurance.
- Any amount if death or euthanasia of **Your** horse is not covered under Death.
- If a claim has not been submitted within twelve (12) months after the death of **Your** horse, this will not be covered by the policy.

## Veterinary fees

### Veterinary fees for injury or illness (Basic Plan)

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

### What We will pay

The cost of veterinary treatment and if instructed by a vet following examination, the cost of alternative and complimentary treatment **Your** horse receives to treat an injury that happens or an illness that first shows clinical signs during the period of insurance.

### What You pay

For each illness or injury that is not related to any other illness or injury, for each claim you must pay the excess amount shown on **Your** certificate of insurance towards the cost of veterinary treatment.

### What We will not pay

- More than the maximum benefit shown on **Your** certificate of insurance for each unrelated injury or illness.
- The cost of any veterinary treatment **Your** horse receives after twelve (12) months from the date the injury happened, or the illness first showed clinical signs.

- The cost of any treatment for an illness which starts in the first twenty-one (21) days of cover.  
This means:
  - An illness that showed clinical signs in the first twenty-one (21) days of **Your** horse's first period of insurance or the first twenty-one (21) days of the date the section was added to **Your** insurance.
  - An illness that has the same diagnosis or clinical signs, as an illness that showed clinical signs in the first twenty-one (21) days of the date the section was added to **Your** insurance.
  - An illness that is caused by, relates to, or results from, a clinical sign that was noticed in the first twenty-one (21) days of **Your** horse's first period of insurance or the first twenty-one (21) days of the date the section was added to **Your** insurance.
- The cost of any veterinary treatment for a pre-existing condition.
- The cost of any medicines or materials prescribed or supplied to be used after twelve (12) months from the date the injury happened, or the illness first showed clinical signs.
- The cost of any veterinary treatment a vet normally recommends preventing injury or illness.
- Extra costs for treating **Your** horse outside usual veterinary practice hours, unless the vet confirms an emergency consultation is essential, regardless of **Your** personal circumstances.
- The cost of treatment, which is not veterinary treatment that you could carry out yourself, unless the vet confirms that a vet or a member of a veterinary practice must carry this out, regardless of **Your** personal circumstances. This includes controlled exercise and the use of horse-walkers.
- The cost of buying or hiring equipment or machinery.
- The cost of transplant surgery, including pre- and post-operative care, other than stem cell therapy.
- The cost of any elective treatment, diagnostic or procedure that you choose to have carried out that is not required to treat an injury or illness, including any complications that arise from this treatment.
- The cost of any veterinary treatment that results from a vice or from **Your** horse's behaviour.
- The cost of vaccinations, castration, removing wolf teeth, other than the cost of treating any complications caused by these procedures.
- The cost of any treatment for abortion, pregnancy, and foaling, unless needed due to a complication of pregnancy or giving birth.
- The cost of any veterinary treatment for any injury or illness deliberately caused by you or a member of **Your** immediate family, or anyone living with you or employed by you.
- Any amount if the veterinary treatment results from an injury or an illness while taking part in or is related in any way to an activity not shown or covered on **Your** certificate of insurance.
- The cost of euthanasia, cremation, burial, or disposal of **Your** horse.
- The cost of a post-mortem examination and or report.
- The cost of dental treatment unless **Your** horse had a dental examination (see general condition "Caring for **Your** horse") carried out by a vet or a qualified equine dentist in the twelve (12) months before the clinical signs of the injury or illness were first noted.
- The cost of livery, stabling, grazing, feeding; or any changes in the way you look after **Your** horse or any amount you normally pay for shoeing and/or the care of **Your** horse's feet.
- Any costs for transporting/travelling to or from a place of treatment either for **Your** horse or **Your** vet.
- The cost of any veterinary treatment that results from an injury or an illness while taking part in an activity not shown as covered on **Your** certificate of insurance.

- The cost of any veterinary treatment that **Your** vet and **Our** vet do not agree if we have advised that this agreement is required.
- If a claim has not been submitted within twelve (12) months of **Your** horse receiving veterinary treatment, this will not be covered by the policy.
- The cost of any veterinary treatment for an illness if **Your** horse is aged 20 years or over, unless coverage started before **Your** horse's 20th birthday.

### Veterinary fees for injury (Senior B Plan)

*This section is only applicable if shown as cover on **Your** certificate of insurance.*

#### What We will pay

The cost of veterinary treatment and if instructed by a vet following examination, the cost of alternative and complimentary treatment **Your** horse receives to treat an injury that first shows clinical signs during the period of insurance.

#### What You pay

For each injury that is not related to any other injury, for each claim you must pay the excess as shown on **Your** certificate of insurance towards the cost of veterinary treatment.

#### What We will not pay

- More than the maximum benefit shown on **Your** certificate of insurance for each unrelated injury.
- The cost of any veterinary treatment **Your** horse receives after twelve (12) months from the date the injury happened.
- The cost of any veterinary treatment for a pre-existing condition.
- The cost of any medicines or materials prescribed or supplied to be used after twelve (12) months from the date the injury happened.
- The cost of acupuncture, chiropractic, manipulation, feed supplements, herbal medicine, homeopathy, nutraceuticals, osteopathy, physiotherapy, hydrotherapy, specialist farriery or any other alternative or complementary treatment. This includes any veterinary treatment specifically needed to carry out the particular alternative or complementary treatment.
- The cost of any veterinary treatment a vet normally recommends preventing injury.
- The cost of any veterinary treatment you choose to have carried out that is not required to treat an injury, including any complications that arise from this treatment.
- The cost of any veterinary treatment that results from a vice or from **Your** horse's behaviour.
- The cost of vaccinations, castration, removing wolf teeth, other than the cost of treating any complications caused by these procedures.
- The cost of any treatment for abortion, pregnancy, and foaling, unless needed due to a complication or pregnancy or giving birth.
- Extra costs for treating **Your** horse outside usual veterinary practice hours, unless the vet confirms an emergency consultation is essential, regardless of **Your** personal circumstances.
- The cost of treatment, which is not veterinary treatment that you could carry out yourself, unless the vet confirms that a vet or a member of a veterinary practice must carry this out, regardless of **Your** personal circumstances. This includes controlled exercise and the use of horse-walkers.
- The cost of buying or hiring equipment or machinery.
- The cost of transplant surgery, including pre- and post-operative care, other than stem cell therapy.
- The cost of any elective treatment, diagnostic or procedure that

you choose to have carried out that is not required to treat an injury, including any complications that arise from this treatment.

- The cost of dental treatment unless **Your** horse had a dental examination carried out by a vet or a qualified equine dentist in the twelve (12) months before the clinical signs of the injury were first noted.
- The cost of any veterinary treatment for any injury deliberately caused by you or a member of **Your** immediate family, or anyone living with you or employed by you.
- The cost of euthanasia, cremation, burial or disposal of **Your** horse.
- The cost of a post-mortem examination and or report.
- The cost of livery, stabling, grazing, feeding; or any changes in the way you look after **Your** horse or any amount you normally pay for shoeing and/or the care of **Your** horse's feet.
- Any costs for transporting/travelling to or from a place of treatment either for **Your** horse or **Your** vet. Please refer to section 6 hospitalisation and transportation where details of cover can be found if shown as covered on **Your** certificate of insurance.
- The cost of any veterinary treatment that results from an injury while taking part in an activity not shown as covered on **Your** certificate of insurance.
- The cost of any veterinary treatment that **Your** vet and **Our** vet do not agree if we have advised that this agreement is required.
- If a claim has not been submitted within twelve (12) months of **Your** horse receiving veterinary treatment, this will not be covered by the policy.

### Special conditions that apply to all veterinary fees

- More than the maximum benefit shown on **Your** certificate of clinical signs of an injury or an illness.
- You must tell us as soon as possible if **Your** horse shows any clinical signs of an injury or an illness.
- You must immediately arrange, at **Your** own expense, for a vet to examine and treat **Your** horse if it shows clinical signs of an injury or an illness, and, if we decide, we will refer the case history to a vet that we have chosen. If we request, you must arrange for **Your** horse to go to another vet that we have chosen.
- If you decide to take **Your** horse 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 them. If you do not, we will not pay any costs relating to the second opinion. If we request, you must arrange for **Your** horse to go to a vet that we have chosen. If we decide that the diagnosis or treatment currently being provided is correct, we will not cover any costs relating to the second opinion.
- We may decide that we need **Our** vet to agree **Your** horse's veterinary treatment with **Your** vet before it is carried out. We will advise you if this agreement is required.
- If we receive a request to pay the claim payment direct to a veterinary practice or referral centre, we have the right to decline this request.
- If **Your** vet and **Our** vet do not agree on the veterinary treatment for **Your** horse, we may employ another specialist vet, who you agree we can employ. The specialist vet will examine **Your** horse and all parties will accept this vet's opinion of the veterinary treatment **Your** horse needs.
- It is **Your** responsibility to ensure the veterinary practice is paid within the required time frame. 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. If the veterinary practice or therapist 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.
- For injuries, the period of twelve (12) months and the maximum benefit will start from the date the injury happened. If **Your** horse

has more than one injury, they are considered one injury if:

- Diagnosed as the same injury, or
- They happen at the same time, or
- Are caused by, or relate to, one another,

One period of twelve (12) months and one maximum benefit will apply to the treatment for all injuries.

- For illness(es), the period of twelve (12) months and the maximum benefit will start from the date the illness or clinical signs were first noticed. If **Your** horse has suffered the same clinical signs or has been diagnosed with the same illness in the past, the twelve (12) months cover and the maximum benefit will start from the very first time **Your** horse suffered from the clinical signs/ illness. This applies in all cases regardless of whether:
  - The clinical signs/illness presents in the same or different part of the body, and/or
  - **Your** vet confirms the past and current illness(es) are, or are not, linked.
- After we have paid the cost of treatment for twelve (12) months (or the maximum benefit) we will not pay for any more treatment for that injury or illness, or anything which is caused by or related to it. We will also no longer cover any illness or injury which has the same diagnosis. This applies in all cases regardless of whether:
  - The injury or illness presents in the same or different part of the body, and/or
  - **Your** vet confirms the past and current illness(es) are, or are not, linked.
- If **Your** horse suffered from an illness and it has the same diagnosis as an illness which happened
  - Before **Your** policy started, or
  - In the first twenty-one (21) days of **Your** horse's first period of insurance
- The illness will not be covered by the policy. This applies in all cases regardless of whether:
  - The illness presents in the same or different part of the body, and/or
  - **Your** vet confirms the past and current illness(es) are, or are not, linked.
- Cover is for an injury or illness for twelve (12) months providing you renew the policy and continue to pay the premium and after that time all cover for the injury/illness will stop. If **Your** horse is covered under the veteran plan **Your** cover is limited to injury only.
- For the purposes of this section, the following will be treated as one claim:
  - All injuries sustained in or arising out of the same accident;
  - Lameness of more than one limb;
  - Any subsequent injury or illness arising as a complication or consequence of the original injury, illness or clinical sign(s) or arising as a consequence of veterinary treatment for the original injury or illness.
- If a number of injuries, illness(es), or clinical signs are diagnosed as one injury or illness, or it is found that they are caused by, or relate to another injury or illness, the period of twelve (12) months will start from the date in the period of insurance that the first injury happened or the first clinical signs of any of the illness(es) were noticed.
  - To claim for items which have not been purchased from the veterinary practice, the vet must confirm the items are required to treat an injury or illness and the quantities needed.
  - If you start the cover after **Your** horse's 20th birthday **Your** cover will be injury only under the Senior plan A or B.
  - If you start the cover for veterinary fees before **Your** horse's 20th birthday at the renewal following **Your** horse's 20th birthday, this coverage will automatically change to the Senior plan A or B

which is injury only and all cover for illness will stop.

## Permanent loss of use

*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

Up to 100 % or 60 % of the sum insured or the market value (whichever is less) of **Your** horse if an injury happens or an illness first shows clinical signs, during the period of insurance, which results in **Your** horse never being able to take part in any one of the activities as set out on the certificate of insurance. The percentage we will pay is shown on **Your** certificate of insurance.

### What You pay

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

### What We will not pay

- More than the percentage of the sum insured or the market value of **Your** horse whichever is less, as set out on the certificate of insurance.
- Any amount if the permanent loss of use happens more than twelve (12) months after the date the injury happened, or the illness first showed clinical signs.
- Any amount for permanent loss of use if **Your** vet and **Our** vet do not agree that **Your** horse will never be able to take part in any one of the activities set out on the certificate of insurance.
- Any amount if the permanent loss of use is caused by a pre-existing condition.
- Any amount if the permanent loss of use is caused by an illness which starts in the first twenty-one (21) days.

This means:

- An illness that showed clinical signs in the first twenty-one (21) days of **Your** horse's first period of insurance or the first twenty-one (21) days of the date the section was added to **Your** insurance.
- An illness that has the same diagnosis or clinical signs, as an illness that showed clinical signs in the first twenty-one (21) days of the date the section was added to **Your** insurance.
- An illness that is caused by, relates to, or results from, a clinical sign that was noticed in the first twenty-one (21) days of **Your** horse's first period of insurance or the first twenty-one (21) days of the date the section was added to **Your** insurance.
- Any amount for permanent loss of use if caused by an injury or illness which results from taking part in or is related in any way to an activity not shown or covered on **Your** certificate of insurance.
- Any amount for permanent loss of use resulting from or connected with any activity **Your** horse has never taken part in or been trained to do.
- Any amount for permanent loss of use if **Your** horse cannot breed if this is caused by something that is not an illness or injury.
- Any amount for permanent loss of use if **Your** horse is under 2 years of age or 20 years old or over at the beginning of the period of insurance as set out on **Your** certificate of insurance.
- Any amount if the permanent loss of use for **Your** horse results from a vice or it's behaviour.
- Any amount for permanent loss of use if **Your** horse is not allowed to take part in any competition/ show because of any blemish or scar or any regulations about horses that have had a hobday operation or any other operation for a respiratory system disorder.
- Any amount for permanent loss of use unless the illness or injury prevents **Your** horse from physically taking part in an activity.
- If a claim has not been submitted within twelve (12) months of

**Your** horse receiving treatment, this will not be covered by the policy.

### Special conditions that apply to permanent loss of use

- You must immediately arrange, at **Your** expense, for a vet to examine and treat **Your** horse if it shows clinical signs of an injury or an illness, and, if we decide, we will refer the case history to a vet that we have chosen. If we request, you must arrange for **Your** horse to go to another vet that we have chosen.
- If it is **Your** vet's opinion that **Your** horse will never take part in any one of the activities set out on the certificate of insurance you must send us a report from **Your** vet giving details of **Your** horse's illness or injury and the reasons for the opinion.
- We may decide that we need **Our** vet to agree with **Your** vet that **Your** horse will never be able to take part in any one of the activities set out on the certificate of insurance.
- If **Your** vet and **Our** vet do not agree that **Your** horse will never take part in any one of the activities set out on the certificate of insurance, we may employ another specialist vet, who you agree we can employ. The specialist vet will examine **Your** horse and all parties will accept this vet's opinion.
- Cover is for an injury or illness for twelve (12) months providing you renew the policy and continue to pay the premium and after that time all cover for the injury/illness will stop.
- For injuries, the period of twelve (12) months will start from the date the injury happened. If **Your** horse has more than one injury, if they are:
  - Diagnosed as the same injury, or
  - hey happen at the same time, or
  - Are caused by, or relate to, one another.

The twelve (12) months of cover will start from the date the first injury happened.

- For illness(es), the period of twelve (12) months will start from the date the illness or clinical signs were first noticed. If **Your** horse has suffered the same clinical signs or has been diagnosed with the same illness in the past, the twelve (12) months cover will start from the very first time **Your** horse suffered from the clinical signs/illness. This applies in all cases regardless of whether:
  - The clinical signs/illness presents in the same or different part of the body, and/or
  - **Your** vet confirms the past and current illness(es) are, or are not, linked.
- If a number of injuries, illness(es), or clinical signs are diagnosed as one injury or illness, or it is found that they are caused by, or relate to another injury or illness, the period of twelve (12) months will start from the date in the period of insurance that the first injury happened or the first clinical signs of any of the illness(es) were noticed.
- Once we have agreed the settlement of **Your** claim, you must agree to have the loss of use inserted **Your** horse's passport. We will not make any claim payment until we have received confirmation the entry in the horse's passport has been done. Any cost relating to the insertion into the passport is **Your** cost. If you have decided to euthanise **Your** horse, we will not make any claim payment until we have veterinary confirmation that the horse has been euthanised.
- If **Your** horse is covered for 100% of the sum insured or the market value of **Your** horse whichever is the less, and we pay a claim for it, **Your** horse will continue to belong to you. We will reduce the amount we pay you by what **Your** horse is worth at the date of payment.
- You must tell us as soon as possible if **Your** horse shows clinical signs of an injury or an illness, that may lead to a loss of use claim.
- If we pay a claim under permanent loss of use, **Your** policy is

cancelled from the date of settlement of the claim.

- We will not make any claims payment until we have received the following;
  - Vet certificate verifying that the horse has an injury or illness that has rendered it permanently incapable of ever being able to take part in any one of the activities set out on the certificate of insurance.
  - Evidence of **Your** legal ownership of the horse (passport or purchase receipt for the horse showing the owner's name).
  - If **Your** horse was on loan or leased, a copy of the loan/lease agreement, signed by both parties and either **Your** horse's passport or purchase of receipt showing the owner's name.
- We will remove permanent loss of use cover from **Your** policy at the renewal following **Your** horse's 20th birthday and from this time all cover under this benefit will stop.

## Saddlery and tack

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

### What We will pay

If **Your** saddlery and tack is stolen, damaged or destroyed during the period of insurance, we will pay;

- The cost of repairing the saddlery and tack if it is damaged to bring it back to the same condition it was in before it was damaged; or,
- The replacement value or the sum insured, whichever is less, of the saddlery and tack if the cost of repair is more than it was worth, or it is stolen or destroyed.

### What You pay

The excess as shown on **Your** certificate of insurance for each incident where saddlery and tack is stolen, damaged or destroyed.

### What We will not pay

- More than the sum insured (to a maximum of 12.000 €) for each incident.
- More than 500 € for any saddle or item of tack you do not have formal proof of purchase for, that shows the make, model and the date of purchase or a saddlers valuation which shows the make, model and value of the item and the date the valuation was carried out. The saddler's valuation must have been carried out and submitted to us before the item is stolen, damaged or destroyed.
- Any amount for clothing or personal effects.
- Any amount for stolen saddlery and tack unless there is proven forcible or violent entry to the premises or vehicle where the saddlery and tack was kept.
- Any amount for saddlery and tack you do not own, unless you are responsible for the saddlery and tack due to the contract you have entered into.
- Any amount if the saddlery and tack is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pest or any other cause that happens slowly.
- Any amount if the saddlery and tack is damaged when it is being cleaned, dyed, repaired or restored.
- Any amount if **Your** saddlery and tack is being used by a riding establishment or by someone for professional lessons if they are not a member of **Your** immediate family or the person who has **Your** horse on loan.
- Any amount to have the saddlery and tack adjusted to fit **Your** horse.

- Any amount if the saddlery and tack is stolen or damaged as a result of any business activity, **Your** profession, **Your** occupation or while you are working for someone, whether you are paid or not.
- More than the saddlery and tack was worth at the time it was stolen, damaged or destroyed.
- If a claim has not been submitted within twelve (12) months of the loss or damage, this will not be covered by the policy.

### Special conditions that apply to saddlery and tack

- When saddlery and tack is left unattended, it must be kept in;
  - The locked boot or covered luggage area of a locked vehicle; or,
  - The house, flat, or other domestic building that you live in that has been locked with a 5-lever mortice deadlock, or equivalent locks on all doors; or,
  - A building or part of a building that you do not live in that has been locked with a 5-lever mortice deadlock, or equivalent locks on all doors and has steel bars or a steel grid on all windows. If the saddlery and tack is left unattended and it is stolen, or damaged during attempted theft, the claim will only be considered if the above security was in place at the time.
- If you have not insured all the saddlery and tack you own for its full value, we will only pay a percentage of **Your** claim. The percentage we will pay will be based upon how much of the full value the amount you have insured **Your** saddlery and tack for represents.
- You must notify the police as soon as you discover any of **Your** saddlery and tack has been stolen or deliberately damaged and obtain a police reference number.
- If **Your** saddlery and tack is found, you must immediately advise us and if we have paid **Your** claim you must repay the full amount we have paid you.
- Where the item is damaged beyond repair the salvage value will be deducted from the amount, we pay you.

# Horse trailers and horse drawn vehicles

*This section is an optional extra benefit or standalone product and only applies if shown as covered on **Your** certificate of insurance. We do not cover legal liability in respect to the use of a Horse Trailer or Horse drawn vehicle.*

## What We will pay

If **Your** Horse Trailer or Horse drawn vehicle is stolen, damaged or destroyed during the Period of Insurance, We will pay:

- The cost of repairing **Your** Horse Trailer or Horse drawn vehicle if it is damaged to bring it back to the same Condition it was in before it was damaged; or,
- The Sum Insured of **Your** Horse Trailer or Horse drawn vehicle or the Market Value whichever is the lesser if the cost of repair is more than it was worth, or it is stolen or destroyed.

## What You will pay

The excess as shown on **Your** certificate of insurance for each incident.

## What We will not pay

- More than the Sum Insured (to a maximum of 21.000 €) or the Market Value whichever is the lesser, for each incident.
- More than **Your** Horse Trailer or Horse drawn vehicle was worth at the time it was stolen, damaged or destroyed.
- Any amount if **Your** Horse Trailer or Horse drawn vehicle is damaged or destroyed by wear and tear or the actions of moths, insects, vermin, pest, mildew, mechanical or electrical breakdown, or any other cause that happens slowly.
- Any amount if **Your** Horse Trailer or Horse drawn vehicle is damaged or destroyed when it is being cleaned, repaired, or restored.
- Any extra costs if replacement parts or accessories are not available.
- Any amount for tyres that are damaged by punctures, cuts, bursts, or braking.
- Any amount if **Your** Horse drawn vehicle is damaged while it is being used for training, or taking part in, competitions or trials or cross-country events.
- Any amount if **Your** Horse Trailer or Horse drawn vehicle is stolen or damaged or destroyed while the thief is trying to steal it, if You have not fitted a wheel clamp, tow hitch lock or put it in a building that is properly locked.
- Any other financial loss, legal compensation, costs or expenses.
- **Your** legal liability for payment of compensation in respect of:
  - Death, bodily Injury or Illness;
  - Physical loss of or damage to property.

## Special conditions that apply to this section

- If You have not insured **Your** Horse Trailer or Horse drawn vehicle for its full Market Value We will only pay a percentage of **Your** claim. The percentage We will pay will be based upon how much of the full Market Value the amount You have insured **Your** Horse Trailer or Horse drawn vehicle for represents.
- If **Your** Horse Trailer or Horse drawn vehicle is found, You must repay the full amount We have paid You.
- We will not make any claims payment until We have received the following:
  - Copy of Police Crime Report; and
  - Evidence of **Your** legal ownership (proof of purchase, registration certificate).

# Claiming

## Making a claim

It's distressing when a much-loved horse 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](http://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

Notify us of a potential claim as soon as possible by:

1. Downloading and completing a claim form from **Our** website: [petcovergroup.com/at](http://petcovergroup.com/at); or
2. Contact us by telephone if you would like us to send you a claim form.
3. 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.
4. 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 8) under "How to claim" on page 20 of this insurance brochure.
5. 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.
6. Please make sure **Your** claim form is completed fully by both you and if applicable **Your** vet. If it is not fully completed or if any information is missing, we will return the claim form to you which will unfortunately delay **Your** claim. **Your** insurance does not cover any charges made for the completion of claim forms or the cost of any supporting documents. Where specifically stated, we will require a full veterinary history for **Your** horse, this is a record of all veterinary visits for **Your** horse and this information must be obtained from each veterinary practice he/she has been registered with.
7. 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.
8. **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 complementary treatment

For both veterinary fees & alternative or complementary treatment cover:

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

For veterinary fees cover and treatment in an agreed country, we would also need:

- The booking invoice for **Your** journey or any other official documents which show the dates of **Your** journey.

### For death from injury and illness, and/or disposal

- The fully completed claim form.
- The full veterinary history for **Your** horse. This is a record of all veterinary visits for **Your** horse and this information must be obtained from each veterinary practice the horse has been registered with.
- The post-mortem report (unless we have agreed this is not required).
- If you own the horse - the passport and/or purchase receipt showing you as the owner.
- The purchase receipt of the horse.
- If you have the horse on loan – a copy of the loan agreement, signed by both parties and either the horse's passport or purchase receipt showing the owners name.
- If you are claiming for disposal costs – the disposal receipt.

### For loss of irrecoverable entry fees

- Evidence of show or competition entry fees paid highlighting that the fees are not refundable.
- If you are hospitalised, please provide a medical certificate confirming **Your** stay.

### For theft or straying

- The fully completed form.
- Evidence of the advertising carried out to try and find **Your** horse.
- Confirmation and if applicable the report of you advising the appropriate authority, for example **Your** local council or the police.
- The purchase receipt from when you bought **Your** horse.

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

### For permanent loss of use

- The fully completed claim form.
- The full veterinary history for **Your** horse. This is a record of all veterinary visits for **Your** horse and this information must be obtained from each veterinary practice the horse has been registered with.
- A report from **Your** vet giving details of **Your** horse's illness or injury and stating their opinion regarding its future ability and the reasons for the opinion.
- If you own the horse - the passport and/or purchase receipt showing you as the owner.
- If you have the horse on loan – a copy of the loan agreement, signed by both parties and either the horse's passport or purchase receipt showing the owners name.
- The purchase receipt of the horse.

### For saddlery & tack

For any item valued over 500 €, the purchase receipt showing the make, model and date of purchase or saddlers valuation.

- The fully completed claim form.

If the item has been stolen:

- The police report.
- Two quotations to replace the item with a new equivalent item.
- Photographs showing the damage to the place where the items were stolen from.

If the item is damaged and repairable:

- Two estimates for repair.
- Photographs showing the damage to the item.

If the item is damaged and not repairable:

- Written confirmation from a saddler stating the item is damaged beyond repair and stating the current salvage value.
- Two quotations to replace the item with a brand-new equivalent item.
- Photographs showing the damage.

### For horse trailer or horse drawn vehicles

- The fully completed claim form.

If the item has been stolen:

- The police report.

If the item is damaged and repairable:

- Two estimates for repair.
- Photographs showing the damage to the item.

If the item is damaged and not repairable:

- Written confirmation from the repairer stating the item is damaged beyond repair and stating the current salvage value.
- Photographs showing the damage.

# 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](mailto:info.at@petcovergroup.com)

**Website** [petcovergroup.com/at](http://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](http://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.

# 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](mailto:info.at@petcovergroup.com)

**Post** **Petcover EU Agentur GmbH**

Klostertal 60

2770 Gutenstein

**Website** [petcovergroup.com/at](http://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).

# 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](http://petcovergroup.com/at).

A paper copy of the data privacy notice can be obtained by contacting us by email [info.at@petcovergroup.com](mailto: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](http://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](mailto:DPO@archinsurance.co.uk)

## 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**

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2770 Gutenstein

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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.