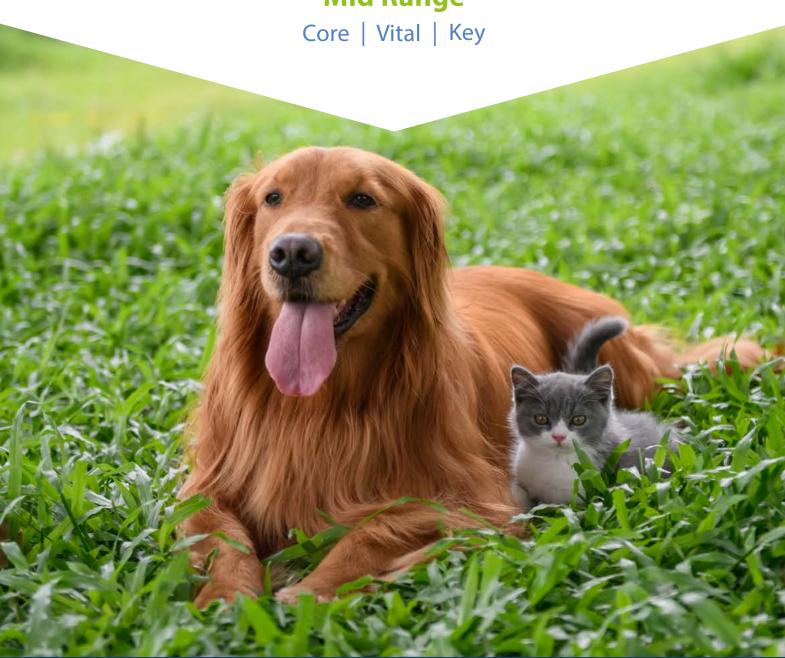


### **Policy Wording**

**Mid Range** 



This booklet contains your Insurance Terms and Conditions.

Please read in conjunction with your Certificate of Insurance and insurance Product Information Document (IPID) to understand the cover for your pet.

Effective from 1 June 2023

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 <u>original versi</u>on shall prevail over the English translation.

**Petcover EU Agentur GmbH** 

Ared Strasse 16-18 2544 Leobersdorf Austria

# Hello and thank you for choosing Petcover

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

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

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

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

The Petcover Team

### **Contents**

Insurance terms and conditions	5
Cancelling	6
Definitions	7
General conditions	10
General exclusions	12
Cover	13
Veterinary fees	13
Boarding fees	15
Saying goodbye	16
Day to day care	16
Claiming	17
Making a complaint	18
Data privacy notice – Petcover EU Agentur GmbH	18
Data privacy notice – Arch Insurance (EU) DAC	18
Contact us	18
Details of the Insurer	18

## Insurance terms and conditions

Petcover EU Agentur only provides advice on the insurance products it offers as an agent of Arch Insurance (EU) DAC.

### Demands and Needs – who is this product suitable for?

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

### **Important information**

This document, the certificate of insurance and any related exclusion 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** pet's health or **Your** personal circumstances at the commencement, during the period of insurance and at the renewal of **Your** insurance. The information you need to tell us about is detailed below.

#### Your pet's health:

You must tell us if:

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

#### Your circumstances:

You must tell us if:

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

### Who does the duty apply to?

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

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

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

### **Premium payment**

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

If the first or one-time premium is not paid within fourteen (14) days of the conclusion of the insurance contract and the request to pay the premium, the insurer is entitled to withdraw from the contract as long

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

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

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

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

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

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

### Information about Your right of withdrawal according to § 8 FernFinG

If you have concluded Your insurance contract using only one or more means of distance communication within the framework of a sales or service system 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)

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.

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

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

### Cancelling

#### How you can cancel Your policy

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

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

#### How we can cancel Your policy

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

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

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

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

### **Definitions**

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

lf we explain what a word m	leans, that word has the same meaning	wherever it appea	rs in the policy.		
Accident	means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended. All accidents consequent upon or attributable to one source or original cause are treated by us as one accident. This does not include any physical damage or trauma that is of a gradual nature or that happens over a period of time. For the sake of clarity, the following conditions are not considered accidents: luxating patella; a rupture or strain of one or both cruciate ligaments; degenerative joint disease; hip dysplasia and hyperextending hocks; Juvenile Pubis Symphysiodesis (JPS).				
Agreed countries	means any country which is a member of the European Union at the commencement of the policy, including all Schengen Area.				
	means the cost of any examination, consultation, advice, test and prescribed medication for the following procedures where they treat an illness or injury. This includes any veterinary treatment specifically needed to carry out the procedure. The treatment must have been preceded by an examination and diagnosis by an authorized veterinarian.				
	Acupuncture carried out by a member of a veterinary practice.				
Alternative or	Homeopathy carried out by a member of a veterinary practice.				
complementary	Herbal medicine prescribed by a member of a veterinary practice.				
treatment	Chiropractic manipulation carried out by a member of a veterinary practice.				
	Hydrotherapy carried out by a member of a veterinary practice.				
	Osteopathy carried out by a member of a veterinary practice.				
	Physiotherapy carried out by a member of a veterinary practice.				
	• Treatment of a <b>behavioural illness</b> carried out by a member of a veterinary practice.				
Behavioural illness	means any change to <b>Your</b> pet's normal behaviour, resulting from a mental or emotional disorder diagnosed by a vet.				
Bilateral condition	means any condition affecting body parts of which the pet has at least two, including, but not limited to eyes, ears, patella's (knees), cruciate ligaments. When applying an exclusion, bilateral conditions are considered as one condition.				
Certificate of insurance	means the relevant certificate of insurance we issue including on renewal or variation of the policy containing details of the cover provided under the policy, including any exclusions and other specific insurance details that we have applied to <b>Your</b> cover.				
Clinical sign(s)	means changes in <b>Your</b> pet's normal healthy state or its bodily functions.				
Condition	means any condition that causes discomfort, dysfunction, distress, including injuries and illnesses, disabilities, disorders, clinical signs, syndromes, infections, isolated symptoms, deviant behaviour, and atypical variations of structure and function and/or death to the pet afflicted.				
Day to Day Care	means certain elective or routine or preventative healthcare for <b>Your</b> pet. The list of certain elective or routine or preventative healthcare and the maximum benefit for each healthcare are on <b>Your</b> certificate of insurance.				
Dental	means dental check-ups; teeth cleaning; removal or repair of misaligned teeth; retained deciduous teeth or teeth rasping and de-burring.				
Elective surgery or treatment	means a treatment that is spaying or castration; surgical sexing; micro-chipping; ringing; grooming; de-matting; beak trimming; cosmetic or aesthetic surgery; feather clipping; debudding/dehorning; prescription diet foods and any treatment not related to an Injury, Illness, or trauma. Elective surgery or treatment that is beneficial to the pet but is not essential for <b>Your</b> pet's survival or does not form part of a treatment for an injury or illness, or any treatment, diagnostics or procedure you request, which the vet confirms is not necessary to treat an injury or illness.				
	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.				
	• Veterinary fees excess is a fixed excess only. The fixed excess is the amount you must pay for each unrelated condition per period of insurance.				
	Please see below an example of how <b>Your</b> excess(es) can be applied:				
Excess	Dog (which is not a select breed), aged nine (9) years old  Cat, aged five (5) years old				
	Claimable veterinary fees amount	4.000€	Veterinary Fees Amount	4.000€	
	Percent of eligible veterinary fees to be covered	90%	Percent of eligible veterinary fees to be covered	70%	
	Amount of eligible veterinary fees to be covered	3.600 €	Amount of eligible veterinary fees to be covered	2.800 €	
	Fixed excess amount	120€	Fixed excess amount	0€	
	Revised claimable amount after excess deducted	3.480 €	Revised claimable amount after excess deducted	2.800 €	

Illness(es) an	neans the place in Austria and where you usually live. neans any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities <b>Your</b> pet was born with or were passed on by its parents. Excluding any mental or emotional
Illness(es) an dis	
m	lisorders.
Illness which starts in the first twenty-eight (28) days of cover	showed clinical sign(s), is the same as, or has the same clinical sign(s) or diagnosis as an illness that showed clinical sign(s), is caused by, relates to, or results from, a clinical sign(s) that first occurred, in the first twenty-eight (28) days of: your pet's first period of insurance, or the cover being added to <b>Your</b> insurance. No matter where the illness or clinical sign(s) occur or happen in, or on, <b>Your</b> pet's body. The twenty-eight (28) day variting period will cease at 00.01 on the twenty-ninth (29th) day of cover.
	neans a physical injury or a trauma caused immediately, solely and directly from an accident. This does not nclude any physical injury or trauma that happens over a period of time or is of a gradual nature.
	neans Arch Insurance (EU) DAC, registered office: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 is authorised and regulated by the Central Bank of Ireland. Company registration: 505420.
Journey ins	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 o <b>Your</b> home.
	neans the cover you can continue to claim for, for the veterinary treatment for on-going illness or injuries hroughout <b>Your</b> pet's lifetime, provided the policy gets renewed annually without a break in cover.
Maximum benefit(s) ou	neans 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.
	neans any person legally employed by a veterinary practice under a contract of employment, other than a vet who nay be the insured.
Optional extra benefit(s)  beautiful	neans a benefit that you can elect to include in addition to the basic insurance. There following optional extra benefit is offered:  Day to Day Care  For optional extra benefits to be included you must select the option and pay an additional premium. If applicable the optional extra benefit will be shown on <b>Your</b> certificate of insurance.
Our vet	neans any vet appointed or engaged by us to carry out treatment to <b>Your</b> pet or discuss <b>Your</b> pet's treatment with <b>Your</b> vet.
	neans a percentage of the amount of veterinary fees for an injury or illness, which then will be claimable. The percentage will be shown on <b>Your</b> certificate of insurance.
Period of insurance pr	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 welve (12) months but may be less if <b>Your</b> pet has been added to <b>Your</b> Insurance or it has been cancelled.
Personal circumstances en	means circumstances about you, <b>Your</b> family or <b>Your</b> pet which you have limited or no control over. Examples of personal circumstances are (but not limited to) a lack of transport, <b>Your</b> pet'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.
	Petcover EU Agentur GmbH is registered in Austria in the commercial register under the number FN 514361p and n GISA as an insurance agent under number 32484052.
pa pa	s a pet passport that is uniform within Europe, which is required for travel within the European Union. The pet passport has to be issued by <b>Your</b> veterinarian, who is registered in Austria.
Policy an	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.

### 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: has happened or first showed clinical sign(s), • has the same diagnosis or clinical sign(s) as an injury, illness or clinical sign(s) Your pet had, or • is caused by, relates to, or results from an injury, illness or clinical sign(s) **Your** pet had occurring or existing: **Pre-existing** · before Your pet's cover started, or prior to the policy commencement date, condition(s) • during the twenty-eight (28) day waiting period, or before the cover was added to Your insurance. This applies no matter where the injury, illness or clinical sign(s) occurred or happen in, or on, **Your** pet's body. This is regardless of whether or not we place any exclusion(s) for the injury/illness. When referring to pre-existing conditions and conditions affecting a part of Your pet's body of which it has two, it will be deemed to be a bilateral condition, and both will be excluded from cover. means care or veterinary treatment such as check-ups and procedures that are designed to prevent future illnesses from occurring rather than treating existing illnesses. These include but are not limited to annual physical examinations and check-ups, vaccinations, worm prevention medication, flea and other internal/external parasite prevention, nail/claw clipping, maintaining a healthy diet, removal of misaligned or retained deciduous **Routine or preventative** treatment (If you have elected to take the optional extra benefit of Day to Day Care Cover and paid an additional premium, some of the above may be claimable if the Day to Day Care cover is shown as covered on Your certificate of insurance). means help for you to cope with the financial costs of giving **Your** pet an appropriate goodbye. **Saying Goodbye Cover** The insured, you, Your means the person(s) named on the certificate of insurance as the policy holder. Twelve (12) months means a consecutive period of three hundred and sixty-five (365) days. means a veterinarian, specialist veterinarian, veterinary practice, clinic, hospital or centre including referral hospitals, licensed to practice in Austria and registered with the Österreichische Tierärztekammer, other than a vet Vet(s) who may be the insured. **Veterinary fees** means the amount vets in general or referral practices usually charge. means any veterinary practice or clinic that is registered with the Österreichische Tierärztekammer. **Veterinary practice** means the cost of the following when required to treat an illness or injury: any examination, consultation, advice, tests, X-rays, diagnostic procedure, surgery and nursing carried out by a **Veterinary treatment** vet, a veterinary nurse or another member of a veterinary practice under the supervision of a vet, and · any medication prescribed by a vet. 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 Your certificate of insurance. The following waiting periods apply to **Your** policy. • Twenty-eight (28) day waiting period - a period of twenty-eight (28) days starting from the commencement date of the policy (excluding renewals) as shown on Your 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 Your certificate of insurance. The twenty-eight (28) day waiting period will cease at 00.01 on the twenty-ninth (29th) day of cover. One hundred and eighty (180) day waiting period - a period of six (6) months or one hundred and eighty (180) days starting from the commencement date of the policy (excluding renewals) as shown on Your certificate of Waiting period insurance, during which a cruciate ligament, illness or condition first occurs or shows clinical sign(s) will be excluded from cover unless otherwise stated on Your certificate of insurance. The one hundred and eighty (180) days waiting period will cease at 00.01 on the one hundred and eighty first (181st) day of cover. Three hundred and sixty-five (365) day waiting period - a period of twelve (12) months or three hundred and sixty-five (365) days starting from the commencement date of the policy (excluding renewals), as shown on Your certificate of insurance during which nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, gastrointestinal tract and brachycephalic airway obstruction (BOAS), illness or condition that first occurs or shows clinical sign(s) will be excluded from cover unless otherwise stated on Your certificate of insurance. The three hundred and sixty-five (365) day waiting period will cease at 00.01 on the three hundred and sixty-sixth (366th) day of cover, regardless of Your pet showing clinical sign(s) of the condition or not, prior to commencement of cover or within the twenty-eight (28) day waiting period. means Petcover EU Agentur GmbH acting on behalf of the insurers. Petcover EU Agentur GmbH is registered in We, us, our Austria in the commercial register under number FN 514361p and under GISA number 32484052 as an insurance means the dog or cat mentioned by name on the certificate of insurance. Your pet

### **General conditions**

### **Conditions of the policy**

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

### **Caring for Your pet**

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

- You must provide routine or preventative treatment normally recommended by a vet to prevent illness or injury. If there is a disagreement between you and 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 pet to have a yearly dental
  examination and to receive any oral treatment normally
  recommended by a vet to prevent illness or injury. Any treatment
  recommended as a result of the dental examination must be
  carried out as soon as possible. If you do not comply with this
  obligation, then we may refuse any claims which relate to dental or
  reduce the amount we pay under the claim.
- You must keep **Your** pet vaccinated against the following:
  - Dogs Rabies, distemper, hepatitis, parvovirus, kennel cough, leptospirosis (in areas where it is prevalent and vets recommend vaccination) and any other Vaccination recommended to you by a vet.
  - Cats Rabies, feline infectious enteritis, feline leukemia, at flu and any other vaccination recommended to you by a vet.
- If you do not keep **Your** pet 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 pet as soon as possible after it shows clinical sign(s) of an injury or illness.
- You must follow the advice and recommendations of the treating vet so as not to prolong or aggravate the illness or injury. If you do not follow the vet's advice, we may refuse or reduce the amount we pay relating to that injury or illness. And if we decide, you must also have **Your** pet examined by **Our** vet.

#### **Precautions**

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

- Maintain Your pet's health.
- Supply a secure and safe environment for Your pet to prevent injury, illness, theft or straying.
- Manage Your pet to prevent injury to a person or another animal and damage or destruction to any property.

### **Ownership**

You must be the owner of **Your** pet. **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 7) on page 17 of these GCI). If you incur any charge for this, you must pay the charge.

### **Legal rights against others**

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

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

### **Providing Your vet information**

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

### Second opinion

If we consider the veterinary treatment or alternative or complementary treatment **Your** pet 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** pet. 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 **Your** self 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.

### **Changing levels of cover**

If you request to transfer **Your** pet to a level of cover with higher or additional benefits (including but not limited to a higher percent of eligible veterinary fees to be covered or lower excess) then the additional or higher benefits will not apply to claims for injuries, illnesses or conditions first noted, showing clinical sign(s), diagnosed, or treated prior to the cover upgrade.

In such cases, benefits will be restricted to the lesser of the benefits payable under the:

- · current level of cover, or
- the policy that applied during the period of insurance in which such injuries, illnesses or condition(s) was/were first noted, showed clinical sign(s), were diagnosed, or treated.

Benefits referenced in this general condition include taking the following factors into consideration:

- · the maximum benefit.
- · applicable sub-limits,
- · applicable percent of eligible veterinary fees to be covered,
- excess and
- · any applicable policy exclusions.

If we agree to transfer **Your** pet to a level of cover with additional benefits, then the twenty-eight (28) day waiting period will apply for the new cover. You cannot change **Your** level of cover in a period of insurance if a claim has been paid.

### **Changes at renewal**

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

When we offer renewal we may:

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

### Changes during the period of insurance

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

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

### **Pre-existing conditions**

Any injury or illness which occurred before **Your** pet'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-eight (28) days of cover (waiting period). The twenty-eight (28) day waiting period will cease at 00.01 on the twenty-ninth (29th) day of cover. **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** pet 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** pet is outside of Austria you must follow the conditions of the agreed countries.

You must not take **Your** pet outside of Austria if a vet has advised against it. If you do, **Your** pet 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 pet must live in Austria.
- If Your address, or the address of Your pet, changes you must advise us as soon as possible as this may affect the insurance cover provided.

#### **False information**

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

### **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 pets

If **Your** pet is lost or missing when you first take the policy, the cover under the policy will not start until you are reunited with **Your** pet 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 pet 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.

### **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 pet's age

Any pet that is less than eight (8) weeks old at the commencement of cover.

#### Your pet's use

Dogs used for security, guarding, track racing or coursing.

#### Your pet's breed

Any breed of dog that is banned by any Austrian government, public or local authority.

### Laws and regulations

- Any dog that must be registered under the relevant legislation dealing with dangerous dogs. This legislation is set at state level and therefore differs between the federal states.
- Any dog declared as a dangerous dog by a government authority
- You breaking the Austrian laws or regulations, including those relating to animal health or importation regulations.
- Your pet being confiscated or destroyed by any government or public or local authority or any person or body having the jurisdiction to do so, 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 pet.
- 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** pet.
- 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 pet is on a journey in an agreed country, the following exclusions apply:

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

### **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. (If you have elected to take the optional extra benefit of Day to Day Care cover and paid an additional premium, some of the above may be claimable if the Day to Day Care cover is shown as covered on **Your** certificate of insurance).

### **Elective treatment**

Cost of elective treatment, diagnostics or procedures including, 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 dew-claw removal, prescription diet foods, and any treatment not related to an injury, illness, or trauma. Elective treatment that is beneficial to the pet but is not essential for **Your** pet's survival or does not form part of a treatment for an injury or illness. (If you have elected to take the optional extra benefit of Day to Day Care cover and paid an additional premium, some of the above may be claimable if the Day to Day Care cover is shown as covered on **Your** certificate of insurance).

### 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 dogs and cats.

### **Vaccinations**

Any cost or amount due to:

 Any dog not being vaccinated against rabies, distemper, hepatitis, kennel cough, leptospirosis (in areas where it is prevalent and vets recommend vaccination) and parvovirus.

- Any cat not being vaccinated against rabies, feline infectious enteritis, feline leukaemia, cat flu or other disease to which there is a known vaccine and vets recommend vaccination.
- A government or another official body orders that Your pet must be vaccinated against an illness as part of a compulsory mass vaccination programme.
- We will not pay any costs relating to the vaccination itself or any
  complications that happen due to the procedure taking place. For
  the purpose of this insurance, 'a mass vaccination programme'
  means a programme of the compulsory vaccination of a species, or
  a selected group within a species, with the aim of protecting that
  group, people or other animals from an illness or another risk.

### **Reasonable precautions**

Your failure to take all reasonable precautions to protect **Your** pet 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.

### Cover

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

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

### **Veterinary fees**

### What we will pay for veterinary fees

Veterinary fees cover whilst in Austria and agreed countries only.

A percent of eligible veterinary fee costs to be covered for the veterinary treatment **Your** pet has received to treat an injury and/or illness, throughout **Your** pet's lifetime.

### What you pay for veterinary fees

For each illness or injury that is treated during the period of insurance and is not related to any other illness or injury treated during the same period of insurance, you must pay the excess shown on **Your** certificate of insurance.

#### What we will not pay under veterinary fees

- More than the maximum benefit for the relevant cover or which will result in the maximum benefit being exceeded, subject to exclusions of the policy, the percent of eligible veterinary fees to be covered and less the applicable excess.
- 2. The cost of any veterinary treatment for a pre-existing condition.
- **3.** The cost of any veterinary treatment for an illness which starts in the first twenty-eight (28) days of cover.
- 4. To the extent permitted by law, costs of any veterinary treatment for:
  - an injury that happened or an illness that first showed clinical sign(s) before Your pet's cover started, or
  - an injury or illness that is the same as, or has the same diagnosis or clinical sign(s) as an injury, illness or clinical sign(s) Your pet had before its cover started, or

- an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign(s) Your pet had before its cover started, no matter where the injury, illness or clinical sign(s) occurred or happened in or on Your pet's body.
- 5. To the extent permitted by law, for the costs of any veterinary treatment of:
  - an illness that first showed clinical sign(s) within twenty-eight (28) days of Your pet's cover starting, or
  - an illness which is the same as, or has the same diagnosis or clinical sign(s) as an illness that first showed clinical sign(s) within twenty-eight (28) days of Your pet's cover starting, or
  - an injury or illness that is caused by, relates to or results from a clinical sign(s) that first occurred, or an illness that first showed clinical sign(s) within twenty-eight (28) days of Your pet's cover starting, no matter where the injury, illness or clinical sign(s) occurred or happened in or on Your pet's body.
- **6.** For the cost of any veterinary treatment to prevent an injury or illness.
- 7. The cost of any elective treatment, routine or preventative treatment, diagnostics or procedure or any veterinary treatment that you choose to have carried out that is not directly related to an injury or illness, including any complications that arise.
- The cost of any veterinary treatment, or complications arising from veterinary treatment, that you choose to have carried out that is not directly related to an injury or illness, including cosmetic dentistry.
- For the cost of killing and controlling fleas, general health improvers and any veterinary treatment in connection with breeding, pregnancy, giving birth or false pregnancy.
- 10. For the cost of any vaccinations, spaying and castration other than the cost of treating any complications arising from these procedures.
- 11. For the costs of having Your pet:
  - put to sleep, including any veterinary consultation/visit or prescribed medication specifically needed to carry out this procedure, or
  - · cremated, buried or otherwise disposed of, or
  - · voluntarily euthanised.
- **12.** For the cost of a post-mortem examination.
- 13. The cost of a house call unless the vet confirms that Your pet is suffering from a serious injury or illness and that moving Your pet would either endanger its life or significantly worsen the serious injury/illness, regardless of Your personal circumstances.
- **14.** For the extra costs for treating **Your** pet outside usual surgery hours; unless the vet confirms an emergency consultation is essential, regardless of **Your** personal circumstances.
- **15.** The cost of periodontics, dental check-ups, dental x-rays, dental prophylaxis, dental scale and polish or teeth cleaning, gingival hyperplasia, removal of plaque or calculus or periodontal surgery.
- 16. The cost of prosthodontics, the removal or repair of misaligned or retained deciduous teeth, orthodontic appliances, crowns, caps or splints, luxation, horizontal bone loss, impacted teeth or embedded teeth.
- 17. Any cost relating to dental illness, orthodontics, malocclusion, supernumerary teeth, reverse scissor bite, overbite, brachygnathia, open bite, level bite or other dental malalignments.
- 18. Any cost of veterinary treatment for dental injury if an annual dental examination has not been undertaken within the twelve (12) months preceding the problem requiring veterinary treatment a vet recommended resulting from the examination that had not been carried out. Evidence will need to be

- provided to us if **Your** vet has carried out an annual dental examination.
- 19. The cost of nasal fold, skin fold, stenotic nares and soft palate resections, enlarged tongue (macroglossa), everted laryngeal saccules, gastrointestinal tract and Brachycephalic Airway Obstruction (BOAS), that occurs in the first twelve (12) months of cover including a free cover policy, regardless of Your pet showing clinical sign(s) of the condition or not prior to commencement of cover or within the twenty-eight (28) day waiting period.
- 20. The cost of a cruciate ligament illness or condition, that occurs in the first one hundred and eighty days (180) / six (6) months of cover including a free cover policy, regardless of Your pet showing clinical sign(s) of the condition or not prior to commencement of cover or within the twenty-eight (28) day waiting period.
- **21.** The cost of more than one (1) incident of swallowing a foreign object that causes a blockage or obstruction requiring surgical or endoscopic removal per period of insurance.
- **22.** The cost for conditions attributable to behavioural illness regardless of the cause (including but not limited to anxiety disorders, phobias or chemical imbalance).
- 23. The cost for a condition where the diagnosis is inconclusive, but where the veterinary treatment protocol is consistent with a veterinary treatment protocol typically applied to a condition which is not covered.
- 24. The cost for Suprelorin implants.
- 25. The cost of the following procedures; experimental veterinary treatments or therapies, prosthetics or orthopaedic supports or braces, open heart surgeries, cancer vaccinations, therapeutic antibody for dog and cat cancers, stem cell therapy, organ transplants, gene therapies, probiotics, dental vaccines, veterinary laser treatments, 3D printing, Juvenile Pubic Symphysiodesis (JPS), any drugs not used in accordance with the manufacturers recommendations.
- Any costs for alternative or complementary treatment of Your pet.
- 27. Any prolonged course of veterinary medicines for more than three (3) months if there is a veterinary operation that would have improved or cured the condition unless agreed by us. The maximum payment will be limited to the equivalent cost of the operation.
- **28.** The cost for **Your** vet to write a prescription or charge a dispensing fee.
- 29. Any medicines that have not been approved by the Bundesamt für Sicherheit im Gesundheitswesen (BASG) or where there is no evidence to support the usage of this medicine for this condition.
- **30.** The cost of any medication or drug course to treat a condition that is for more than four (4) weeks at a time. We may consider a longer period of time providing **Your** vet has submitted a full veterinary treatment plan to us for review prior to the veterinary treatment being carried out.
- **31.** The cost of any ongoing veterinary treatment that will require more than six (6) visits, without the letter from **Your** vet setting out a veterinary treatment plan for permanent cure of the condition. Any further consultations and veterinary treatments will require pre-authorisation by us.
- **32.** For lifelong conditions you are required to obtain an annual veterinary treatment report from **Your** vet. Pre-authorisation for one (1) year further veterinary treatment will be given upon receipt of this report or until the end of **Your** policy period.
- **33.** Any bulk purchase of medicines that can't be used or are not needed in full by the end of the current period of insurance.
- **34.** Any claim where the full medical history is not provided when requested.
- 35. For the cost of any additional veterinary attention required

- because you are unable to administer medication or veterinary treatment due to **Your** pet's behaviour or **Your** personal circumstances.
- 36. For the cost of hospitalisation and any associated veterinary treatment, unless the vet confirms Your pet must be hospitalised for essential veterinary treatment, regardless of Your personal circumstances.
- 37. The cost of bathing, grooming, clipping or de-matting Your pet, other than bathing when a substance is being used which, according to manufacturer's guidelines, can only be administered by a member of a veterinary practice, regardless of Your personal circumstances.
- **38.** For any costs for treating an illness or injury after the last day of the period of insurance, unless a further period of insurance has been entered into by you and us, in which case the costs may be paid under the new policy entered into with you.
- **39.** For the cost of treating any injury or illness deliberately caused by you or anyone living with you or, while on a journey, anyone travelling with you.
- **40.** For the cost of any transplant surgery, or stem cell transplants, including any pre and post-operative care.
- **41.** For the cost of any veterinary treatment while on a journey if a vet believes it can be delayed until **Your** pet returns home.
- **42.** For the cost of any veterinary treatment if the journey was made to get veterinary treatment outside of the Austria.
- 43. 43) For the cost of hydrotherapy, hiring a swimming pool, hydrotherapy pool or any other pool or hydrotherapy equipment.
- **44.** For the cost of buying or hiring equipment or machinery or any form of housing, including cages.
- **45.** For the cost of any surgical items that can be used more than once.
- **46.** For the cost of any veterinary treatment if a claim has not been submitted within one (1) year of **Your** pet receiving veterinary treatment (this is **Your** obligation), we may refuse or reduce the amount we pay (the insurer is exempt from benefits in accordance with section 6 (3) of the VersVG: please read point 8) under "How to claim" on page 17 of this insurance brochure).
- **47.** The cost of any charges made for any supporting documentation needed as part of **Your** claim.
- **48.** The cost of transporting **Your** pet, including any costs to get **Your** pet to, or from, any veterinary practice.
- 49. For the cost of any food, including food prescribed by a vet, unless it is:
  - Used to dissolve existing bladder stones and crystals in the urine, which is limited to a maximum of 40% of the cost of food for up to six (6) months. A diagnostic test must be carried out to confirm the presence of the stones/crystals.
  - Liquid food, used for up to five (5) days while Your pet is hospitalised at a veterinary practice, providing the vet confirms the use of the liquid food is essential to keep Your pet alive.
- **50.** For the cost of pheromone products, including Adaptil diffusers and Feliway, or the veterinary treatment of any behavioural illness.
- **51.** For the cost of spaying or castration, unless:
  - the procedure is carried out when **Your** pet is suffering from an injury or illness for which cover is provided under veterinary fees and it is essential to treat the injury or illness, or
  - the costs claimed are for the veterinary treatment of complications arising from this procedure.
- **52.** For the cost of any veterinary treatment in connection with a retained testicle(s) if **Your** pet was over the age of twelve (12) weeks when cover started.
- **53.** For the cost of hydrotherapy, acupuncture, homeopathy, chiropractic manipulation, osteopathy or any other alternative

- or complementary treatment. This includes any veterinary treatment specifically needed to carry out the particular alternative or complementary treatment
- **54.** For the cost of any prosthesis, including any veterinary treatment needed to fit the prosthesis, other than hip, knee and/or elbow replacement(s).

### **Conditions applying to veterinary fees**

- The maximum amount we will pay for the cost of treatment for an injury and/or illness is the maximum benefit which applies on the date the injury happened or the date the clinical sign(s) of the illness first occurred, provided the relevant date falls within the period of insurance, subject to exclusions of the policy and subject to the policy aggregate less the applicable excess
- If the claim includes medication, these costs will be subject to the maximum benefit that applies on the date the medication will be used.
- 3. If we agree for a claim settlement to be paid direct to Your vet and you allow this, then if the vet, who has treated Your pet or is about to treat Your pet, asks for information about Your insurance that relates to a claim, we will tell the vet what the insurance covers, what we will not pay for, how the amount we pay is calculated and if the premium is paid to date.
- **4.** If we receive a request to pay the claim settlement direct to a veterinary practice, we reserve the right to decline this request.
- We may refer Your pet's case history to Our vet and if we request, you must arrange for Your pet to be examined by Our vet.
- 6. As Your pet is insured on a lifetime cover, we fully appreciate that the amount you claim for Your pet's treatment can add up over the years, you can continue to claim for the life of Your pet (providing you continue to renew the policy without a break in cover).
- If over the lifetime of Your pet you have claimed over 40.000 €, to make sure Your pet is receiving the best treatment available, we may require one of the following. If this is necessary, we will contact you.
  - Before any further veterinary fees or alternative or complementary treatment claims can be considered we may require Your pet to be examined by a specialist/consultant vet. We will pay any costs for this.
  - All future veterinary treatment and alternative or complementary treatment (other than emergency life-saving treatment) may need to be authorised by us before treatment is carried out. A pre-authorisation claim form may need to be submitted and we will then let you know if the insurance will cover the costs of the treatment applied for.
  - All future veterinary treatment and alternative or complementary treatment may need to be carried out in conjunction with **Our** vet or a therapist we choose, who is a specialist/consultant.
- 8. If you decide to take **Your** pet to a different vet or therapist for a second opinion because you are unhappy with the diagnosis or treatment provided, you must tell us before you arrange an appointment with the new vet or therapist. If you do not, we will not pay any costs relating to the second opinion. If we request, you must use **Our** vet or a therapist we choose. If we decide the diagnosis or treatment currently being provided is correct, we will not cover any costs relating to the second opinion.
- 9. It is Your responsibility to ensure the veterinary practice or therapist 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.

10. We will require fully itemised invoices.

### **Boarding fees**

In this boarding fees cover'you' means you or **Your** husband, wife, civil partner, girlfriend, boyfriend or other life partner.

### What we will pay for boarding fees

Boarding fees cover whilst in Austria only.

The cost of boarding **Your** pet at a licensed boarding kennel or cattery or  $10 \in a$  day towards the cost of someone who does not live with you (or is a co-owner of the pet), looking after **Your** pet while you are an inpatient in hospital during the period of insurance.

This cover is intended for unexpected visits to hospital. It does not cover pet minding fees if you are in hospital for a pre-planned admission.

### What you pay for boarding fees

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

### What we will not pay under boarding fees

- Any amount which exceeds the maximum benefit for the relevant cover for all hospitalisations, or which will result in the maximum benefit being exceeded.
- To the extent permitted by law, any amount if you are in hospital for less than four (4) consecutive days during each hospital stay.
- 3. To the extent permitted by law, any amount resulting from you having to go into hospital because of a sickness, disability, injury or illness that first occurred or manifested itself prior to or at the commencement of the period of insurance or was showing symptoms before Your pet was covered.
- Any amount if the person looking after Your pet normally lives with you or is a member of Your family, or is a co-owner of the Pet.
- **5.** Any amount resulting from you being pregnant, giving birth or any treatment that is not related to an injury or illness.
- 6. Any amount resulting from you having to go into a hospital for the treatment of alcoholism, drug abuse, drug addiction, attempted suicide or a self-inflicted injury or cosmetic surgery or other forms of elective surgery.
- Any amount resulting from care in a nursing home or from convalescence care that you do not receive in a hospital.
- 8. Any amount if a claim under this cover has not been submitted within one (1) year of the stay in hospital (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of the VersVG: please read point 7) under "How to claim" on page 17 of this insurance brochure.

### **Conditions applying to boarding fees**

- 1. When claiming for a benefit under boarding fees, please send
  - The fully itemised invoice from the boarding establishment or pet sitter or written confirmation from the person looking after Your pet, showing the dates and daily costs of boarding.
  - A medical certificate from Your hospital or GP.

### **Saying Goodbye**

### What we will pay for saying goodbye cover

Saying Goodbye cover whilst in Austria only.

If a vet recommends that **Your** pet is put to sleep, the vet costs of having **Your** pet put to sleep and subsequent cremation and/or burial costs.

### What you pay for saying goodbye

You have no excess for claims if you have to say goodbye to **Your** pet.

### What we will not pay under saying goodbye

- 1. Any amount which exceeds the maximum benefit for the relevant cover or which will result in the maximum benefit being exceeded.
- Any amount if the costs of saying goodbye resulted from Your pet being treated for a pre-existing condition.
- **3.** Any amount if the costs of saying goodbye resulted from **Your** pet being treated for an illness which started in the first twenty-eight (28) days of cover.
- **4.** To the extent permitted by law, the costs of saying goodbye if **Your** pet was being treated for:
  - an injury that happened or an illness that first showed clinical sign(s) before Your pet's cover started, or
  - an injury or illness that is the same as, or has the same diagnosis or clinical sign(s) as an injury, illness or clinical sign(s) Your pet had before its cover started, or
  - an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign(s) Your pet had before its cover started, no matter where the injury, illness or clinical sign(s) occurred or happened in or on Your pet's body.
- 5. To the extent permitted by law, the costs of saying goodbye if Your pet was being treated for:
  - an illness that first showed clinical sign(s) within twenty-eight (28) days of Your pet's cover starting, or
  - an illness which is the same as, or has the same diagnosis or clinical sign(s) as an illness that first showed clinical sign(s) within twenty-eight (28) days of Your pet's cover starting, or
  - an injury or illness that is caused by, relates to or results from a clinical sign(s) that first occurred, or an illness that first showed clinical sign(s) within twenty-eight (28) days of **Your** pet's cover starting, no matter where the injury, illness or clinical sign(s) occurred or happened in or on **Your** pet's body.
- Any amount if the costs of saying goodbye resulted from breeding, pregnancy or giving birth.
- Any amount if the costs of saying goodbye resulted from a condition, injury or illness that are excluded under the policy.
- **8.** Any amount if the costs of saying goodbye resulted from veterinary treatment for any behavioural illness.
- Any amount if the costs of saying goodbye resulted from treating any injury or illness deliberately caused by you or anyone living with you or, while on a journey, anyone travelling with you.

### Conditions applying to saying goodbye

If you make a claim saying goodbye, we will automatically cancel **Your** pet from the policy from the day after his/her death.

### **Day to Day Care**

### What we will pay for Day to Day Care

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

### Day to Day Care whilst in Austria only.

The cost of Day to Day Care **Your** pet received during the period of insurance up to the Day to Day Care maximum benefits shown on **Your** certificate of insurance.

### **Day to Day Care Maximum Benefits**

Up to the maximum benefit per period of insurance for one (1) of the following needs:

- Up to 50 € per period of insurance for de-sexing
- Up to 50 € per period of insurance for micro-chipping
- Up to 50 € per period of insurance for worming
- Up to 50 € per period of insurance for behavioural therapy
- Up to 50 € per period of insurance for teeth cleaning
- Up to 50 € per period of insurance for council registration fees
- Up to 50 € per period of insurance for alternative or complementary treatment
- Up to 50 € per period of insurance for prescription diets
- Up to 50 € per period of insurance for dew claw removal
- Up to 50 € per period of insurance for dog training at a recognised training centre

Up to the maximum benefit per period of insurance for the following needs:

- Up to 30 € per period of insurance for vaccinations or health checks
- Up to 10 € per period of insurance for a worm test or blood screen
- Up to 10 € per period of insurance for FeLv, Fiv test or urinalysis
- Up to 45 € per period of insurance for flea or tick control

#### What you pay for Day to Day Care

You have no excess for claims under Day to Day Care.

### What we will not pay under Day to Day Care

Any amount which exceeds the maximum benefit for the relevant cover for all Day to Day Care or which will result in the maximum benefit being exceeded.

### **Claiming**

### Making a claim

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

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

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

#### How to claim

- 1. Notify us of a potential claim as soon as possible by:
  - downloading and completing a claim form from Our website: petcovergroup.com/at; or
  - contact us by telephone if you would like us to send you a claim form.
- Claims for veterinary fees only may be lodged with Your vet (if mutually agreed by Your vet) and we will pay the veterinary practice directly. You will need to pay Your vet the applicable excess(es) and any non-claimable items.
- 3. You must notify us about claims for veterinary fees and alternative or complementary treatment no later than one (1) year after the treatment date (this is **Your** obligation). The insurer is exempt from benefits in accordance with section 6 (3) of the VersVG: please read point 7) under "How to claim" on page 17 of this insurance brochure.
- **4.** We will not guarantee on the phone if we will pay a claim. You must send us a claim form that has been fully completed and we will then inform you of **Our** decision in writing.
- 5. If Your pet has been injured or died after being attacked by another animal, please phone us on 0800 400 720 and talk to Our claims team to guide you through the process. we will also need:
  - Name, address and contact details of the owner of the other animal.
  - Confirmation of the current location of the animal which attacked Your pet.
  - Confirmation (and if applicable any reference numbers) of the police and the government or public or local authority being advised of the attack.
- 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.
- 7. 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

Please send us:

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

### For boarding fees

Please send us:

- The fully completed claim form.
- · A medical certificate from Your hospital or GP.
- The fully itemised invoice from the boarding establishment or pet sitter or written confirmation from the person looking after Your pet, showing the dates and daily costs of boarding. If necessary, we may request the original invoice.

### For saying goodbye

Please send us:

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 pet's full clinical history. When you make the first claim for Your pet, we will obtain its full clinical history. The full clinical history is a record of all visits Your pet has made to a vet and this information will be obtained from each veterinary practice Your pet has attended.

### For day to day care

Please send us:

- · 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 pet's full clinical history. When you make the first claim for Your pet, we will obtain its full clinical history. The full clinical history is a record of all visits Your pet has made to a vet or therapist and this information will be obtained from each veterinary practice or therapist Your pet has attended.

### 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**

Ared Strasse 16-18, 2544 Leobersdorf Austria

**Phone** 0800 400 720

**Email** info.at@petcovergroup.com **Website** petcovergroup.com/at

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

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

You also have the right to send **Your** complaint to the Austrian Financial Market Authority (FMA). Further information on the FMA can be found at <a href="https://www.fma.gv.at">https://www.fma.gv.at</a> 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

Post Petcover EU Agentur GmbH

Ared Strasse 16-18, 2544 Leobersdorf Austria

**Website** petcovergroup.com/at

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

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

# Data privacy notice – Petcover EU Agentur GmbH

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

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

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

### **Petcover EU Agentur GmbH**

Ared Strasse 16-18, 2544 Leobersdorf Austria

### Data privacy notice – Arch Insurance (EU) DAC

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

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

In summary:

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

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

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

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

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

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

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

The **Insurer** will share **Your** information if they are required to by

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

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

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

Email DPO@archinsurance.co.uk

### **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**

Ared Strasse 16-18 2544 Leobersdorf Austria

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