

123.ie



**Premium
Pet Cover**

Insurance Policy

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IMPORTANT: *The Schedule provided with this Policy shows the relevant Sections and Endorsements that apply to Your insurance.*

123.ie PET INSURANCE POLICY DOCUMENT

PREMIUM PET COVER - POLICY WORDING

This Policy (and the *Schedule* which forms an integral part of the Policy) is a legal contract. Please examine it thoroughly to ensure that it meets *Your* requirements. If it does not, please contact *Us* immediately.

Your Insurer is RSA Insurance Ireland Limited.

RSA Insurance Ireland Limited (referred to as the Company for the rest of this page) and *You* agree that;

- (a) this Policy, the *Schedule* (including any *Schedule* issued in substitution) and any Endorsements is the contract of insurance and any word or expression that is specifically defined on pages 4, 5 and 6 shall have that meaning wherever it appears.
- (b) the Company has relied on the information provided by *You* in the Statement of Fact, *Your* correspondence and all other communications from *You*, in providing the insurance. The information contained in the Statement of Fact is part of *Your* contract. Any additional information supplied by *You* may also be incorporated into the contract.
- (c) the Company shall provide the insurance described in the contract subject to the terms and conditions for the *Policy Period* shown in the *Schedule* and any subsequent period for which *You* shall pay and the Company shall agree to accept the premium.
- (d) all monies which become or may become payable by the Company under the contract will be paid in the Republic of Ireland.
- (e) all amounts and monies in the contract are stated in Euro currency unless specifically stated to the contrary. The monies shall be paid or payable in this currency.
- (f) *You* and the Company are permitted to choose the law applicable to the contract. This Policy shall be governed by Irish Law and all communications between *You* and the Company will be in English.
- (g) Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).
- (h) The Geographical limit of the policy is The Republic of Ireland.

Duty of Disclosure

The information provided by the Insured is shown in the Statement of Fact. Please check that all of the information is accurate. If there are any errors please contact *Us* immediately. *Your* attention is drawn particularly to *Conditions* 8.1.3 and 8.1.7 on page 12 of the Policy. The cover granted and the premium calculated for *Your* risk are based on the information provided by the Insured. Please note that *You* are required to inform *Us* immediately of any material facts or changes. Failure to disclose all material information, or disclosures of false information could result in the policy becoming void, result in certain covers not operating fully, a claim not being paid, claims paid being recovered from *You*, *You* becoming liable for additional premiums which *We* reserve the right to collect and Terms and *Conditions* of the policy being amended. Should *We* take any of these actions against *You*, then *You* will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by *Us*, may affect *Your* ability to get insurance cover in the future.

Material information is any fact that RSA Insurance Ireland Limited (RSA) would regard as likely to affect the acceptance or assessment of the risk. Information includes for example, current medical *Condition* details or history in respect of the Pets *You* seek to insure, details of any claims previously made or submitted by *You* in respect of those Pets *You* seek to insure, *Your* dog is one of those excluded by this policy (page 20), or has had complaints made about its behaviour. It is recommended that *You* keep a record (including copies of letters) of all information supplied for the purpose of this insurance. If *You* are in any doubt as to whether a fact or change is material or not, please contact *Us*.

Misrepresentation or non disclosure of a Material Fact in order to obtain insurance may be considered fraud. *We* may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

Provided that this contract shall not be in force unless it has been signed by an authorised official of the Company



Brian Hughes
Director of Personal Underwriting
RSA Insurance Ireland Limited

SECTION I - DEFINITIONS

When interpreting this policy:

- references to the singular include the plural and vice versa, and to the masculine include the feminine and vice versa;
- monetary references are to Euros (€);
- certain words and expressions used in this policy have a specific meaning and are shown in italics throughout the document for *Your* ease of reference.

The following words will have the meanings described below wherever they appear in this document.

<i>123.ie</i>	means the administrator for all sections of this policy (with the exception of claims) and whose registered office is situated at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
<i>Accident</i>	means a sudden, unforeseen, and unintended event causing <i>Injury</i> to <i>Your Pet</i> .
<i>Benefit Limit</i>	means the total amount payable per claim per each section of coverage. The maximum <i>Benefit Limit</i> that <i>We</i> will pay for a single <i>Condition</i> , a <i>Recurring Condition</i> or a <i>Chronic Condition</i> suffered by <i>Your Pet</i> is the maximum <i>Benefit Limit</i> that was current in the <i>Policy Period</i> when the <i>Condition</i> first manifested, as stated in <i>Your Policy Schedule</i> . If <i>You</i> stop making premium payments to <i>Us</i> then cover for any ongoing <i>Conditions</i> will cease. If <i>You</i> transfer <i>Your Pet</i> to another plan with <i>Us</i> with an additional or higher <i>Benefit Limit</i> , the additional or higher <i>Benefit Limit</i> will not apply if the <i>Condition</i> being claimed first manifested itself during a previous <i>Policy Period</i> .
<i>Bilatera Condition</i>	means any <i>Condition</i> affecting body parts of which <i>Your Pet</i> has two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments). When applying a <i>Benefit Limit</i> or exclusion, bilateral conditions are considered as one <i>Condition</i> .
<i>Chronic Condition</i>	means a <i>Condition</i> which, once developed, is deemed incurable or is likely to continue for the remainder of <i>Your Pet's</i> life.
<i>Clinical Signs</i>	means changes in <i>Your Pet's</i> normal healthy state, its bodily functions or behaviour.
<i>Complementary Medicine</i>	means physiotherapy, hydrotherapy, acupuncture, homeopathic or herbal medicines administered by a suitably qualified practitioner following a recommendation from a qualified Vet. The following practitioners are considered to be suitably qualified: Association of Chartered Physiotherapists in Animal Therapy (ACPAT), National Association of Veterinary Physiotherapists (NAVVP), The International Association of Animal Therapists, Canine

	Hydrotherapy Association, International Veterinary Acupuncture Society (IVAS) and the Irish Veterinary Acupuncture Society (IRVAS) or as agreed by <i>Us</i> from time to time.
Commencement Date	means the date and time when cover first starts as noted in the <i>Schedule</i> .
Condition	means any <i>Injury</i> sustained during, or resulting from, a single <i>Accident</i> or any manifestation of an <i>Illness</i> having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of <i>Your Pet's</i> body affected.
End Date	means the date on which this policy ends, which will be the earliest of the following: <ul style="list-style-type: none"> • the date <i>Your Pet</i> dies; or • the expiry of the current <i>Policy Period</i>: <ul style="list-style-type: none"> o if <i>You</i> fail to renew this policy; and/or o <i>We</i> choose not to renew this policy for whatever reason; or • the date <i>You</i> fail to pay the premium; or • the date <i>You</i> cancel this policy; or • the date <i>We</i> cancel this policy for whatever reason
Excess	means the amount shown in the <i>Schedule</i> that is deducted from <i>Your</i> benefit for each <i>Illness</i> or accidental <i>Injury Condition</i> treated during each 12 month <i>Period</i> starting on the <i>Commencement Date</i> and that is not related to any other <i>Illness</i> or accidental <i>Injury Condition</i> treated during the same <i>Policy Period</i> .
Holiday	means a pleasure trip, made by <i>You</i> and where <i>Your Pet</i> accompanies <i>You</i> , outside the Territorial Limits, which commences and ends in the Territorial Limit, however cover is restricted to travelling with <i>Your Pet</i> in European Union member countries which are included in the Pet Travel Scheme (PETS) only.
Illness	means sickness, disease, infection or any change in <i>Your Pet's</i> normal healthy state which is not caused by <i>Injury</i> .
Immediate Family	means <i>Your</i> parent, brother, sister, son, daughter, spouse, life partner or civil partner.
Injury	means damage to one or more parts of <i>Your Pet's</i> body as a result of one accidental cause.
Market Value	means the price usually paid for a <i>Pet</i> of the same age, breed, pedigree sex and breeding ability at the time a claim is made under this insurance.
Pet	means a dog or cat covered under this policy and named and described in the <i>Schedule</i>

Policy Period	means the continuous 12 month period, effective from the Commencement Date, for which We have agreed to provide cover and for which You have paid the relevant premium.
Pre-existing Condition	means: <ul style="list-style-type: none"> • any <i>Injury</i> and <i>Accident</i>, and the results thereof, occurring or existing in any form prior to the Commencement Date; and • any <i>Illness</i>, symptom or sign of an <i>Illness</i> occurring or existing in any form prior to the <i>Commencement Date</i> or during the <i>Waiting Period</i>.
Recurring Condition Schedule	means a <i>Condition</i> that is curable but may recur.
Skin Condition	means the document which contains important information about You and this policy and forms part of the policy document.
Territorial Limits Treatment	means any diagnosed <i>Condition</i> regardless of the cause or origin presenting in or affecting the skin (as an organ) in any way whatsoever.
Vet	means the Republic of Ireland.
Veterinary Fees	means any examination, consultation, advice, tests, x-rays, medication, surgery or nursing care provided by a veterinary practice or member of a professional organisation acting under their direction.
Waiting Period	means a Registered Veterinary Surgeon.
We, Our, Us	means reasonable, customary and essential fees typically charged by a Vet in the provision of Treatment. Please see Section 2 for more details.
Your Vet	means a period of 14 days starting from the <i>Commencement Date</i> of the initial <i>Policy Period</i> . If <i>Your Pet</i> develops an <i>Illness</i> or shows <i>Clinical Signs</i> of an <i>Illness</i> within the <i>Waiting Period</i> these will be excluded from cover unless otherwise stated on the <i>Schedule</i> .
You, Your	means RSA Insurance Ireland Limited
	means the <i>Vet</i> or veterinary practice <i>You</i> employ to carry out <i>Your Pet's Treatment</i> .
	means the person named as the policy owner on the <i>Schedule</i> .

SECTION 2 – VETERINARY FEES

2.1 Cover

(In addition to the Republic of Ireland, this section also includes cover within the UK, The Isle of Man and The Channel Islands for no more than 30 consecutive days in any one *Policy Period*).

We will pay the claim amount for normal and customary Veterinary Fees, up to the maximum *Benefit Limit* of €2,500 for *Treatment* and up to a maximum *Benefit Limit* of €500 for *Complementary Medicine* per *Condition*. The *Benefit Limit* is applied separately to every unrelated *Injury, Illness* or *Condition* claimed for.

For the avoidance of doubt, please note that the *Benefit Limit* for *Complementary Medicine* is included within the maximum *Benefit Limit* amount of €2,500.

Please note that the maximum *Benefit Limit* that We will pay for a single *Condition*, a *Recurring Condition* or a *Chronic Condition* suffered by *Your Pet* is the *Benefit Limit* that was current in the *Policy Period* when the *Condition* first manifested and as shown in *Your Schedule*. If You stop making premium payments then cover for any ongoing *Conditions* will cease.

If total Veterinary Fees appear likely to exceed €1,000 You must notify Us immediately for pre-authorisation as We may wish to obtain a second opinion from Our veterinary advisor.

2.2 Level of Veterinary Fees allowed

We reserve the right to obtain a second opinion from *Our* veterinary advisor where We consider:

- *Veterinary Fees* charged appear greater than conventional fees charged by an attending/referral practice; and/or
- *Treatment* received may not have been required or may have been excessive when compared with *Treatment* conventionally undertaken by an attending/referral practice.

Where there is a dispute, We will pay only those *Veterinary Fees* deemed reasonable and essential by *Our* veterinary advisor. We reserve the right to only pay up to a 100% mark-up on veterinary medicines.

2.3 Special Diet

We will contribute to the cost of *Your Pet*'s prescription food, up to a maximum of €100 per *Policy Period*, as long as it is prescribed by *Your Vet* and can only be brought from a veterinary surgery or online pharmacy and it is to dissolve bladder stones or

2.3 Special Diet (cont'd)

crystals in urine and for no other purpose. We will deduct €0.53 a tin and €1.00 per kilo from *Your* claim as normal feeding costs for *Your* Pet. We will not be liable for any other dietary costs under this policy. In any event, the maximum *Benefit Limit* that We will pay for Special Diet is the *Benefit Limit* shown in *Your Schedule* for up to 60 days per *Policy Period*. Please note any Special Diet payment for bladder stones or crystals in urine will cease once these are dissolved, and We will not continue to pay as a preventative measure to stop the stones re-occurring.

2.4 Exclusions

The following are excluded from cover:

- 2.4.1 Costs resulting from an *Illness* that first showed *Clinical Signs* before the *Commencement Date* or within the *Waiting Period* of the *Commencement Date*.
- 2.4.2 Costs resulting from an *Illness* or *Injury* that;
 - 2.4.2.1 is the same or has the same diagnosis or *Clinical Signs* as an *Injury*, *Illness* or *Clinical Signs* *Your* Pet had before the *Commencement Date*;
 - 2.4.2.2 is caused by, relates to or results from an *Injury*, *Illness* or *Clinical Signs* *Your* Pet had before the *Commencement Date*.

Please note if *Your* Pet first showed any *Clinical Signs*; or *Illness*; or was diagnosed with a *Condition* during the *Waiting Period* or prior to the *Commencement Date*, We reserve the right to apply an exclusion to *Your* Policy in respect of this *Illness* or *Condition*.

- 2.4.3 Costs resulting from or related to any excluded *Condition* as shown in the *Schedule*;
- 2.4.4 *Conditions* resulting from an *Illness* where only *Accident* cover has been selected by *You*;
- 2.4.5 Costs for cosmetic *Treatment*, elective *Treatment*, routine *Treatment* or preventative *Treatment* recommended by a *Vet* to prevent an *Injury* or *Illness*. This is not limited to but includes vaccination, spaying, castration, Cryptorchidism (retained testes), stem cell/gene therapy, grooming, nail clipping, breeding, whelping, kitting, bathing, dematting, killing and controlling fleas and worms, spaying to prevent the re-occurrence of false pregnancy and any claims as a result of these procedures unless specifically noted on the *Schedule*;
- 2.4.6 Any dental or gum *Treatment* unless required as a direct result of an *Accident* or *Injury* to *Your* Pet. Please note that in the event of an *Accident* or *Injury* claim, We will only cover the costs of the physical extraction and no anaesthetics, antibiotics or associated costs will be covered;
- 2.4.7 Any dental or gum treatment as a direct result of an *Illness*;
- 2.4.8 *Treatment* received by *Your* Pet after the *End Date*;

2.4 Exclusions (cont'd)

- 2.4.9 The cost of any *Treatment* if a claim has not been submitted within 90 days of the first date *Your Pet* received *Treatment*;
- 2.4.10 The cost of any *Treatment* for behavioural problems or for any *Conditions* arising as a result of the same;
- 2.4.11 Any costs for house calls/out-of-hours calls/non essential hospitalisation and ambulance costs (where covered) unless a *Vet* confirms that moving *Your Pet* would cause further suffering or damage to its health or a *Vet* certifies that this is required for the severity of *Your Pet's Condition*. *Your* personal circumstances will not be covered;
- 2.4.12 Costs of putting *Your Pet* to sleep, cremation and disposal, including post mortem costs, coffins or caskets;
- 2.4.13 Costs which are not supported by an original receipt or invoice itemising the *Treatment* costs incurred;
- 2.4.14 Costs for *Treatment* of *Conditions* arising from *Your Pet* being overweight, except weight gain as a result of a diagnosed *Illness*;
- 2.4.15 Any costs associated with routine or investigative laboratory tests or procedures unless the *Clinical Signs/symptoms* exist and the tests and procedures are to diagnose a specific *Condition*;
- 2.4.16 Any charges made by *Your Vet* for a prescription charge for obtaining medication elsewhere;
- 2.4.17 Continuation claims unless *You* have paid the required premiums to keep *Your* policy in force;
- 2.4.18 Any payment due to *You* where *You* have failed to pay the relevant premium due to *Us* or *You* cancel *Your* Policy before an outstanding claims payment is made. Please note *We* will not be liable to pay any outstanding claims in these circumstances;
- 2.4.19 Any costs outside the Territorial Limits. (Please note we do provide cover for the UK, The Isle of Man and The Channel Islands for no more than 30 consecutive days in any one *Policy Period*);
- 2.4.20 Any claim under the additional cover provided above, where *You* do not provide us with the booking invoice or additional supporting documentation to confirm *Your* journey to the UK, The Isle of Man and The Channel Islands;
- 2.4.21 Any costs in the UK, The Isle of Man and The Channel Islands in excess of 30 consecutive days;
- 2.4.22 The *Excess* applicable to this section of cover;
- 2.4.23 The matters referred to in the General Exclusions, Section 1.1.

Please note for Pets over the age of 8 years; a 15% co-payment will apply to each claim payment for *Veterinary Fees* and *Complementary Medicine*, which is in addition to the deduction of the applicable standard *Excess*.

SECTION 3 - DEATH OF DOG OR CAT FROM ACCIDENT OR ILLNESS

3.1 Cover

We will pay the Market Value, the price paid or the amount shown in the *Schedule* (whichever is the lesser) if *Your Pet* dies during the *Policy Period* or is put down for humane reasons because of *Injury* or *Illness* that happened or started during the *Policy Period*. The death must occur during the same *Policy Period* as the *Accident* or *Illness*. You must advise Us as soon as possible in writing of the *Accident* or *Illness*, but not later than 30 days after *Your Pet* dies or is put down.

We will pay up to the maximum *Benefit Limit* noted on the *Schedule*, the *Market Value* or the *Purchase Price* (whichever is the lesser) of *Your Pet* if *Your Pet* dies during the *Policy Period* or is put down for humane reasons because of an *Accident* or *Illness*.

3.2 Exclusions

The following are excluded from cover:

- 3.2.1 Euthanasia due to any act of any legal or legislative authority for any reason whatsoever, including any order made in respect of a 'notifiable' disease;
- 3.2.2 Euthanasia due to behavioural problems or for fiscal reasons;
- 3.2.3 Death during or after a surgical operation or a general anaesthetic unless a qualified *Vet* certifies that it was necessary because of *Injury* or *Illness*;
- 3.2.4 Death due to *Illness* of any dog or cat aged 8 years or over at the *Commencement Date* or any renewal period;
- 3.2.5 Any death resulting from breeding, pregnancy or giving birth;
- 3.2.6 Any claim if the death has been a result of preventative, routine or elective *Treatment* or procedure;
- 3.2.7 Any death caused by an *Illness/Clinical Signs* first noticed before the *Commencement Date* or within the first 14 days of the policy *Commencement Date* (*Waiting Period*);
- 3.2.8 Any claim or associated costs if *Your Pet* dies outside the *Territorial Limits*.
- 3.2.9 The matters referred to in the *General Exclusions*, Section 11;

3.3 Specific Conditions Applicable to Section 3

- 3.3.1 If *Your Pet* dies, You must arrange and pay for a qualified *Vet* to certify the cause of death and, at *Your* own expense, to conduct a post-mortem examination if We require one.

3.4 Important Note in respect of Section 3

- 3.4.1 Please note it is *Your* responsibility to prove the value of *Your* Pet, although We reserve the right to set the relevant Market Value. In any event, Market Value will be limited to a maximum of 50% of the sum insured value for Pets aged 8 years or more. Where a claim is made for a pedigree Pet *You* must send *Us*, at *Your* cost, the originals of a recognised Breed Club registration document, Pedigree Certificate and purchase receipt. Please note, We will keep the original documents.

SECTION 4 – EMERGENCY BOARDING KENNEL/CATTERY FEES

4.1 Cover

We will pay, up to the *Benefit Limit* as noted in the *Schedule*, for the cost of boarding *Your* Pet for the duration that *You* are registered as an in-patient of a hospital provided *You* suffer:

- 4.1.1 any bodily Injury, sickness or disease and *You* are in hospital for longer than 4 consecutive days during the *Policy Period*; and
- 4.1.2 there is no other responsible person who can care for *Your* Pet. *You* must board *Your* Pet at a licensed kennel or cattery or place it in the care of a professional home carer.

The maximum *Benefit Limit* that We will pay for Emergency Kennel/ Cattery Fees is the *Benefit Limit* shown in *Your Schedule*.

4.2 Exclusions

The following are excluded from cover:

- 4.2.1 Any claims by *You* for:
- 4.2.1.1 any hospitalisation that could reasonably have been expected or foreseen when *You* took out or renewed this policy and any potentially recurring medical condition *You* or *Your* partner already have;
- 4.2.1.2 any costs resulting from *You* or *Your* partner being pregnant, giving birth or any treatment that is not as a result of an injury or illness;
- 4.2.1.3 costs outside the Territorial Limits;
- 4.2.2 Any claim by *You* for:
- 4.2.2.1 costs as a result of any hospital stay that was not on the advice of a doctor, specialist or consultant;
- 4.2.2.2 costs as a result of nursing-home care or convalescence care that *You* do not receive in hospital;

4.2 Exclusions (cont'd)

- 4.2.2.3 costs as a result of *You* being hospitalised for alcoholism, drug abuse, attempted suicide or self inflicted injuries;
- 4.2.2.4 any amount if the boarding kennels/cattery/Pet minding business are not licensed;
- 4.2.3 Any claim if:
 - 4.2.3.1 We do not receive original receipts from the boarding kennel or cattery identifying the name of *Your* Pet, the owner's name and address, the date *Your* Pet was cared for by the kennel or cattery and the amounts charged for each day;
 - 4.2.3.2 We do not receive a medical certificate from the hospital *You* attended showing *Your* name and address and the dates of the hospital confinement.
- 4.2.4 The matters referred to in the General Exclusions, Section 11;

SECTION 5 - HOLIDAY CANCELLATION COVER

5.1 Cover

We will pay up to a maximum amount of the *Benefit Limit* specified in the *Schedule* for reasonable travel and accommodation expenses incurred by *You* if *You* have to cancel or cut short *Your Holiday* because *Your* Pet needs immediate life saving surgery while *You* are away or up to 14 days before *You* leave. *You* must, at *Your* own expense, provide *Us* with receipts showing the dates and costs *You* had to pay because of cancelling or cutting short *Your Holiday* from the travel company, tour operator or other similar party.

The maximum *Benefit Limit* that *We* will pay for *Holiday Cancellation Cover* is the *Benefit Limit* shown in *Your Schedule*.

5.2 Exclusions

The following are excluded from cover:

- 5.2.1 any *Holiday* costs where the *Holiday* was booked less than 28 days before *You* leave;
- 5.2.2 the amount *You* can claim back from anywhere else;
- 5.2.3 any extra costs incurred because *You* delayed letting the company providing *Your* transport and accommodation know *You* had to cancel;
- 5.2.4 any costs for anyone else that is on *Holiday* with *You*;
- 5.2.5 surgery for non life-saving operations;
- 5.2.6 the matters referred to in the General Exclusions, Section 11.

SECTION 6 - LOSS BY THEFT OR STRAYING

6.1 Cover

We will pay, up to the *Benefit Limit* as noted in the *Schedule*, the *Market Value* or the purchase price paid by *You* (whichever is the lesser) if *Your Pet* is not found within 45 days of straying or being stolen. *Your Pet* must have disappeared from *Your* address or any other place as may be noted in the proposal form or in any endorsement. *You* must report the loss of *Your Pet* to at least one rescue centre in the case of a cat and in the case of a dog, a dog warden. Theft should be reported to the Garda Síochána.

The maximum *Benefit Limit* that We will pay for Loss by Theft or Straying is the Benefit Limit shown in *Your Schedule*.

We will pay an additional amount up to 15% of the purchase price, as noted on *Your Schedule*, to a maximum of €600, to cover the cost of advertising for *Your* lost Pet and/or paying a reward which leads to getting *Your Pet* back, provided that *You* first obtain *Our* written agreement.

6.2 Exclusions

- 6.2.1 Theft which does not involve forcible and violent entry to a secure area, such as a pen or *Your* home;
- 6.2.2 Any reward to a member of *Your* family, to any person known to *You*, or to the person who was caring for *Your Pet* at the time of the incident;
- 6.2.3 Any claim where *You* or the person looking after *Your Pet* has voluntarily parted with it, even if tricked into parting with it by a third party, or in circumstances where the Pet's loss would not be deemed to have been stolen, i.e., abandoned deliberately;
- 6.2.4 Any claim outside the Territorial Limits;
- 6.2.5 The matters referred to in the General Exclusions, Section 11.

6.3 Important Note in respect of Section 6

Please note it is *Your* responsibility to prove the value of *Your Pet*, although We reserve the right to set the relevant *Market Value*. In any event, *Market Value* will be limited to a maximum of 50% of the sum insured value for Pets aged 8 years or more. Where a claim is made for a pedigree Pet *You* must send *Us*, at *Your* cost, the originals of a recognised Breed Club registration document, Pedigree Certificate and purchase receipt. Please note, We will keep the original documents.

SECTION 7 - PUBLIC LIABILITY

7.1 Cover

Where property is damaged or someone is killed, injured or becomes ill as a result of an incident involving *Your Pet* within the *Territorial Limits* and *You* are legally responsible, *We* shall pay up to the *Benefit Limit* in respect of:

- 7.1.1 compensation and the Claimant's costs and expenses;
- 7.1.2 the legal cost and expenses of defending a claim made against *You* under this Section;

The maximum *Benefit Limit* that *We* will pay for Public Liability is the *Benefit Limit* shown in *Your Schedule*.

7.2 Specific Conditions

- 7.2.1 *You* must not admit responsibility, agree to pay any claim or negotiate with any other persons following an incident;
- 7.2.2 *You* must provide *Us* with any information relating to the claim *We* reasonably ask for including detail of *Your Pet*'s history, including medical, behavioural and history of ownership;
- 7.2.3 *You* agree for *Us* to take charge of *Your* claim and allow *Us* to prosecute, defend or settle the same on terms *We* are advised are reasonable in *Your* name for *Our* benefit;
- 7.2.4 *You* agree to help *Us* ascertain all the circumstances of an incident leading to a claim, provide written statements and go to court if *We* require it;
- 7.2.5 *You* must immediately send *Us* any writ, summons or legal documents of whatever nature relating to a claim made against *You* and *You* must never send any replies to such documents.

7.3 Exclusions

This policy shall not apply to liability in respect of:

- 7.3.1 any compensation, costs or expenses:
 - 7.3.1.1 for defending *You* which *We* have not agreed to in writing beforehand;
 - 7.3.1.2 if *You* are legally liable because of a contract *You* have entered into;
 - 7.3.1.3 if the Claimant is a person who lives with *You*, is a member of *Your Immediate Family* or is employed by *You*;
 - 7.3.1.4 which involves *Your* employment, profession, occupation or business;

7.3 Exclusions (cont'd)

This policy shall not apply to liability in respect of:

- 7.3.1.5 if *You*, a member of *Your Immediate Family* or any person who lives with *You* or is employed by *You* is responsible for or is looking after the property damaged;
- 7.3.1.6 where *You* have not followed advice given to *You* by previous owners of *Your Pet* or by any re-homing organisation about *Your Pet's* behavioural traits;
- 7.3.1.7 for an incident at *Your* workplace;
- 7.3.2 any claims:
 - 7.3.2.1 if *You* are responsible for air, water or soil pollution unless *You* can prove the same took place as a direct consequence of an *Accident* involving *Your Pet*;
 - 7.3.2.2 arising as a result of any deliberate act on *Your* part or for any other act or omission which could reasonably have been foreseen as causing the loss, damage or *Injury* complained of;
 - 7.3.2.3 as a result of *Your Pet's* interaction with other animals;
 - 7.3.2.4 as a result of any person handling *Your Pet* without *Your* permission or consent;
- 7.3.3 any fines, compensation and prosecution costs following *Your* prosecution under the provisions of the Control of Dogs Act, 1986 and other such Control of Dogs legislation;
- 7.3.4 any claims, compensation, costs or expenses outside the Territorial Limits;
- 7.3.5 the matters referred to in the General Exclusions, Section 11;
- 7.3.6 *You* are liable to pay the Policy Excess of €250.00 for each and every claim.

SECTION 8 - GENERAL CONDITIONS

8.1 General Conditions

- 8.1.1 If at the time of an event giving rise to a claim under this policy, there is any other insurance policy in *Your* name which is in force and which provides cover for the same expense, loss, damage or liability then *We* will only be liable for *Our* proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies;
- 8.1.2 A dog on a public highway must be under control on a collar and lead. Reasonable steps must be taken to ensure a dog does not escape or stray and any area in which a dog is kept must be secure and appropriately fenced or otherwise secured;
- 8.1.3 *You* must notify 123.ie as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate this policy. *We* reserve the right to alter the terms of this policy immediately after *We* are notified of such changes;
- 8.1.4 During the *Policy Period*, *You* must take care of *Your* Pet including arranging and paying for any *Treatment* normally recommended by *Your* Vet to prevent or reduce the risk of *Illness* or *Injury*;
- 8.1.5 *You* must ensure that *Your* Pet is vaccinated against distemper, hepatitis, leptospirosis, parvovirus for dogs, kennel cough when entering a boarding kennel or show, and feline infections such as enteritis, feline leukaemia and cat flu for cats. *You* must also agree to have *Your* Pet vaccinated against any other disease a *Vet* feels is necessary. *You* must keep *Your* Pet's vaccinations up to date, as recommended by *Your* Vet;
- 8.1.6 *You* must ensure that *Your* Pet is wormed regularly and if there is a risk of contagion, to keep *Your* Pet isolated from the same;
- 8.1.7 *You* must not mis-state, omit or conceal a *Material Fact*, (such as current and past health of *Your* Pet, previous medical *Treatment* or *Conditions*, behavioural issues, previous or existing legal proceedings against *You* in respect of *Your* Pet, etc.) from the proposal for this insurance or when renewing it or claiming against it, otherwise *We* reserve the right to cancel or void this policy and to retain any paid premiums. *We* reserve the right to cancel or void this policy and to retain the premium where *We* believe *You* have mis-stated, omitted or concealed a fact *We* consider material to the risk either when taking out a policy for the first time or renewing it;
- 8.1.8 If a dispute arises and the dispute relates to any sum to be paid under this policy then it may be referred to a single arbitrator. The decision of the arbitrator shall be final and binding. Differences not referred to arbitration within 365 days of the date the difference occurred will be deemed to have been abandoned. Please note that this does not affect *Your* rights to refer *Your* claim to to the Financial Services Ombudsman Bureau.

SECTION 8 - GENERAL CONDITIONS (cont'd)

Where a dispute arises due to a difference of opinion between Vets then We shall appoint an independent Vet whose decision shall be binding. The costs of the independent Vet will be shared equally by *You* and *Us*;

- 8.1.9 When inviting renewal of this policy, *We* may, at *Our* sole discretion, and for any reason and as *We* deem appropriate taking into consideration (but not limited to) *Your* Pet's age, medical and/or claims history, amend *Your* cover, benefits, premium, terms and/or conditions. Any such change will be notified to *You* in writing at renewal;
- 8.1.10 This policy does not cover using *Your* Pet in any trade, profession or business, including breeding, unless *We* have agreed in writing to cover this.
- 8.1.11 *You* must ensure *Your* Dog is licensed as per the Control of Dogs Act 1986.

SECTION 9 - HOW TO CLAIM

- 9.1 In the event of an *Accident*, *Injury*, *Illness*, loss, destruction or damage giving rise or likely to give rise to a claim under this policy, *You* must request a claim form from *Us* by telephone on 1890 200 123.

Full instructions on how to complete the claim form will be provided. *You* must cooperate fully and truthfully and give *Us* any information *We* may need.

SECTION 10 - CONDITIONS OF SETTLING CLAIMS

- 10.1 If requested by *Us*, the *Vet* attending *Your Pet* or the usual or previous *Vet* must, at *Your* expense, provide *Us* with all information about *Your Pet*, including its full medical history or its *Treatment* as *We* may require.
- 10.2 *You* and *Your Vet* will have to complete all applicable sections on one of *Our* Claim Forms and submit the same to *Us* before *We* can assess a claim. An incomplete Claim Form will be returned and this will delay settlement of claims. *We* will not pay any fee charged by *Your Vet* for completing the Claim Form and *We* reserve the right to refuse a claim where a fully completed Claim Form has not been returned to *Us* without undue delay and in any event within 90 days of the incident occurring or *Your* renewal if sooner.
- 10.3 As to Sections 3 and 6, it is *Your* responsibility to prove the value of *Your Pet* although *We* reserve the right to set the relevant Market Value. In any event, *Market Value* will be limited to a maximum of 50% of the sum insured value for Pets aged 8 years or more. Where a claim is made for a pedigree Pet *You* must send *Us*, at *Your* cost, the originals of a recognised Breed Club registration document, Pedigree Certificate and purchase receipt. Please note, *We* will keep the original documents.
- 10.4 For a claim under Section 6, *You* must provide *Us* with documentary evidence of the reward offer made and details of the beneficiary.
- 10.5 *You* must continue to pay *Your* premium and renew *Your* Policy in order to receive payment for claims. In the event *You* fail to pay *Your* premium, lapse *Your* Policy or cancel *Your* Policy, all claims payments will cease and no further monies will be due from *Us*.

SECTION 11 - GENERAL EXCLUSIONS

- 11.1 Any Pre-existing *Conditions*;
- 11.2 Any Pet less than 8 Weeks old;
- 11.3 Any claims outside the *Territorial Limits* except as allowed in Section 2 - Veterinary Fees;
- 11.4 Any claims for *Illness* within 14 days of the Commencement Date;
- 11.5 Any claims arising from *Your Pet* being neutered or spayed;
- 11.6 Any claim arising as a result of any sexually transmitted disease, rabies, Aujeszky's disease, leishmaniasis, epidemic outbreaks or any 'notifiable' disease;
- 11.7 We will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act on the part of any person;
- 11.8 Any claims arising as a result of an Act of The National Parliament (Oireachtas), by law or central or local government regulation;
- 11.9 We will only pay costs which are incurred as a direct consequence of the event which led to the claim *You* are making under this Policy;
- 11.10 Any claims arising as a result of *Your Pet* undergoing organ transplants;
- 11.11 Any costs involved in any organ transplants including any loss or damage as a result of *Your Pet* undergoing organ transplants;
- 11.12 Any costs involved in *Your Pet* under-going stem cell and/or gene therapy *Treatment* including any loss or damage as a result of *Your Pet* undergoing such *Treatment*;
- 11.13 Any loss as a result of an act of force or violence for religious, ideological or political reasons, war, riot, civil commotion, revolution or similar event including any act of terrorism of any kind;
- 11.14 Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
 - 11.14.1 an epidemic, pandemic or other such health warning, and declared as such by the Department of Health and Children and/or the World Health Organisation;
 - 11.14.2 arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring
 - 11.14.3 any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.

If We allege that, by reason of this exclusion any claim is not covered by this policy, the burden of proving the contrary shall be *Your* responsibility;
- 11.15 We shall not be liable where *You* have not paid the correct premium;
- 11.16 We shall not be liable under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy;

SECTION 11 - GENERAL EXCLUSIONS (cont'd)

- 11.17 We shall not pay any claims where *Your Pet* has been used in any trade, profession or business, including breeding, unless *We* have agreed in writing to cover such use. Please note Show dogs are covered under this policy;
- 11.18 We shall not be liable for any claims of any kind which are caused by *Your Pet* straying, escaping, damaging property, or attacking persons or pets if *Your Pet* has done this before;
- 11.19 Any cost as a result of the Department of Food and Agriculture, Republic of Ireland and/or the Ministry of Agriculture, Fisheries and Food, United Kingdom, placing restrictions on *Your Pet*;
- 11.20 Any costs if *You* breach any animal health or importation laws or regulations of The Republic of Ireland and/or United Kingdom.
- 11.21 Excluded Dogs
- 11.21.1 Any dogs used for trade or business;
- 11.21.2 The following dogs are specifically excluded from cover under any section of this policy:
- Pit Bull Terrier
 - Japanese Tosa/Tosa Inus
 - Dogo Argentino (also referred to as Argentine Dogo and Argentinian Mastiff)
 - Fila Brasileiro

Including any type considered to match the description of a prohibited "type" and/or Ban Dog (as stated in the Control of Dogs (Restriction of Certain Dogs) Regulations 1991); any breed crossed with the above; and any other breed or type deemed be dangerous from time to time;

- 11.21.3 In addition, the following types/breeds are also excluded from cover under any section of this policy:
- American Bandogge/Bandogge Mastiff
 - American/Irish Staffordshire Bull Terriers
 - Canary Dogs/Perro De Pressa Canarios/Presa Canarios
 - Cane Corsos
 - Czechoslovakian Wolfdogs/Sarlooswolfhounds/ Wolf Hybrids
 - Korean Jindo
 - Northern Inuit Dogs
 - Racing Greyhounds
 - Shar Pei
 - Utonagan

SECTION 11 - GENERAL EXCLUSIONS (cont'd)

- 11.22 Any payment due to *You* where *You* have failed to pay the relevant premium due to *Us* or *You* cancel *Your* Policy before an outstanding claims payment is made. Please note *We* will not be liable to pay any outstanding claims in these circumstances.

SECTION 12 - CANCELLATION RIGHTS

- 12.1 If, once *You* receive *Your* full policy documents, *You* have 14 days within which *You* can cancel the policy if *You* are not happy with it. If *You* wish to cancel *Your* policy, this must be done in writing by email or post to 123.ie's office – details below. Upon receipt of *Your* written cancellation, *We* shall cancel *Your* policy and provided no claims have been made *You* shall receive a refund of any premium *You* have paid.
- 12.2 If *You* wish to cancel the policy after 14 days, *We* may give *You* a refund of *Your* premium for any period of cover falling after the cancellation date less any reasonable administration expenses. If *You* wish to cancel *Your* policy, this must be done in writing by email or post to 123.ie's office – details below. If *You* have not received an acknowledgement from 123.ie within 14 days, *You* must post the details by recorded delivery.
- 12.3 If *You* have made a claim *You* will not be entitled to a refund of premium.
- 12.4 *We* reserve the right to cancel *Your* policy at any time. If *We* do, then *We* shall retain such premium as covers the time the policy has been in force and return any balance to *You* in excess of €5. *We* then have no further liability to *You* but *Your* rights up until the cancellation date remain unaffected.
- 12.5 Should *You* wish to alter this policy or cancel it, please contact 123.ie's office. This can be done by writing to the postal address or email address noted below, or by phone on 1890 221 123. If *You* have not received an acknowledgement from 123.ie within 14 days, *You* must post the details by recorded delivery. A reasonable administration charge will be made for any policy alteration.
- 123.ie's postal address is: 123.ie, PO Box 12123, Dublin 18.

SECTION 13 - CUSTOMER SERVICE

Important Notice

Customer Complaints Procedure

We are anxious to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of *Our* service or products not meeting customer expectations.

If *You* have any complaint about the insurance contract, *You* should contact:

- 123.ie, P.O. Box 12123,
Dublin 18.
Tel: 1890 231 123.

If *Your* complaint is not resolved to *Your* satisfaction, *You* may contact the following organisations:

- The Insurance Information Service of Insurance Ireland,
Insurance House,
39 Molesworth Street,
Dublin 2.
Tel: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu

The service can advise *You* on how to continue further, and may be able to help sort the problem out. Contacting the Irish Insurance Federation will not affect *Your* right to refer *Your* complaint to the Financial Services Ombudsman's Bureau.

- The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House,
Lincoln Place,
Dublin 2
Tel: 1890 88 20 90 or 01 – 6620899
Fax: 01 6620890
E-mail: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

You may only appeal a Financial Services Ombudsman's finding to the High Court. We will not bear the cost of an appeal *You* bring.

SECTION 13 - CUSTOMER SERVICE (cont'd)

Language

All communications in respect of this Policy will be in English.

Conflicts of Interest

Occasions may arise where *We* or one of *Our* associated Companies or product providers will have a potential conflict of interest with business being transacted for *You*. If this happens and *We* become aware that a potential conflict exists *We* will take steps to ensure fair treatment.

This is *Your* Pet Insurance Policy. PLEASE READ IT CAREFULLY. It sets out the details of the contract *You* have made with *Us*. The Policy *Schedule* and Declaration form part of this contract. *We* confirm that *We* will insure *You* in the terms set out in this Policy for any period for which *You* offer *Us* *Your* premium and *We* accept it. The *Schedule* and any Endorsements are all part of *Your* Policy and shall be considered as one document. Check *Your* *Schedule* to find out which Sections *You* have insured and read them along with *Your* Policy. *You* should also pay particular attention to the *Conditions* set out on pages 16 - 17 and Exclusions set out on pages 19 - 21 as these apply to all Sections.

SECTION 14 – OTHER INFORMATION

Policies

Our Policies run for 365 days from the Commencement Date as shown on Your Schedule.

Where You have elected to pay by monthly direct debit, premiums are collected each calendar month. Where You have chosen to pay annually, the premium must be paid on or before the Commencement Date.

Renewals

123.ie will contact You regarding the renewal of Your Policy at least 15 working days in advance of Your renewal date. 123.ie will advise You of any alterations in cover or increase in premium prior to expiration of the current policy. We reserve Our rights to change the terms and conditions of the policy upon renewal. You may opt out of the renewal by contacting 123.ie at PO Box 12123, Dublin 18.



Registered Office:
RSA House
Dundrum Town Centre
Sandyford Road
Dundrum
Dublin 16
Tel: 1890 231 123
Email: info@123.ie
www.123.ie

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It is underwritten by RSA Insurance Ireland Limited.

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