123.ie PET INSURANCE

POLICY DOCUMENT

Policy Booklet Number :

Policy Booklet Effective Date : **February 2010**

Premium Pet Cover - Policy Wording

This is *Your* Policy Document

This document explains exactly what cover is provided and contains the terms and conditions of *Your* policy. This document, together with *Your* application for cover and *Schedule* forms the basis of the contract and should be read as one document. The *Schedule* contains information about *You*, *Your Pet*, the period of cover and the premium.

This policy provides cover for the cost of *Veterinary Fees* if *Your Pet* suffers from a sudden and unexpected *Injury* or *Illness* together with other benefits. *You* are entitled to use the services of any registered veterinary practitioner in The Republic of Ireland. We will also provide cover under *Veterinary Fees* whilst *You* and *Your Pet* are travelling in the UK, Channel Islands and the Isle of Man for no more than 30 consecutive days in any one *Policy Period*. *Veterinary Fees* are defined in Sections 1 & 2 of this document and may be subject to stated limits, *Excess* and applicable *Waiting Period*.

This policy is a fixed-term contract of insurance, not a continuous permanent health policy. It provides cover for *Your Pet* while *You*, or anyone acting with *Your* permission, is looking after it. *We* will only provide cover once *123.ie* have accepted a completed application and issued a *Schedule* on *Our* behalf.

It is up to *You* to ensure that the cover *You* have selected is appropriate for *Your* needs. *We* cannot advise *You* on whether this policy meets *Your* personal objectives, financial situation or needs. If *You* have any questions regarding this policy or *You* would like to make changes or additions to this cover, please contact *123.ie* on 1890 221 123.

You have informed *Us* that *Your Pet* is in perfect health as at the *Commencement Date* and does not have any *Illness* or *Injury*, save for those which have been notified to and accepted by *Us* in writing.

You must notify *Us* as soon as possible of any changes which may affect the cover provided and which have occurred since the cover started. If *You* do not inform *Us* of any changes, this policy may become invalid and may not provide the cover *You* require.

This policy does not cover every circumstance or expense and *We* have some exclusions that help keep premiums low. A list of the exclusions applicable to each section is included after each section, and a list of general exclusions, which apply to all sections of cover can be found in Section 11 of this document.

During the *Policy Period*, in return for payment of the correct premium, *We* will provide insurance for the *Pet* named on the *Schedule* for the *Benefit Limit*s noted on the *Schedule* as per the policy terms and conditions as set out in this document. All *Our* premiums include a Government Levy at 3% plus stamp duty of €1. The government Levy of 3% will be applied to all premium transactions. Please note the stamp duty of €1 will only apply to the initial contract of insurance. In the event of an increase in the Government Levy, this will be applied to *Your* next policy transaction or renewal.

Signed for and on behalf of the Insurer

Ed O'Regan
Underwriting Manager

GUIDE TO YOUR POLICY:

SECTION 1 – 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.

123.ie means the administrator for all sections of this policy (with the exception of claims) and whose registered office is situated at Paramount Court, Corrig Road, Sandyford, Dublin 18.

Accident means a sudden, unforeseen, and unintended event causing *Injury* to *Your Pet*.

Benefit Limit means the total amount payable per claim per each section of coverage. 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 *maximum Benefit Limit* that was current in the *Policy Period* when the *Condition* first manifested, as stated in *Your Policy Schedule*. If *You* stop making premium payments to *Us* then cover for any ongoing *Conditions* will cease.

If *You* transfer *Your Pet* to another plan with *Us* with an additional or higher *Benefit Limit*, the additional or higher *Benefit Limit* will not apply if the *Condition* being claimed first manifested itself during a previous *Policy Period.*

Bilateral Condition means any *Condition* affecting body parts of which *Your Pet* has two, one each side of the body (e.g. ears, eyes, knees, cruciate ligaments). When applying a *Benefit Limit* or exclusion, bilateral conditions are considered as one *Condition.*

Chronic Condition means a *Condition* which, once developed, is deemed incurable or is likely to continue for the remainder of *Your Pet*'s life.

Clinical Signs means changes in *Your Pet*'s normal healthy state, its bodily functions or behaviour.

Complementary Medicine 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 (NAVP), 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 *Us* from time to time.

Commencement Date means the date and time when cover first starts as noted in the *Schedule.*

Condition means any *Injury* sustained during, or resulting from, a single *Accident* or any manifestation of an *Illness* having the same diagnostic classification or resulting from the same disease process regardless of the number of incidents or areas of *Your Pet*'s body affected.

End Date means the date on which this policy ends, which will be the earliest of the following:

- the date *Your Pet* dies; or
- the expiry of the current *Policy Period*:
  - if *You* fail to renew this policy; and/or
  - *We* choose not to renew this policy for whatever reason; or
- the date *You* fail to pay the premium; or
- the date *You* cancel this policy; or
- the date *We* cancel this policy for whatever reason

Excess means the amount shown in the *Schedule* that is deducted from *Your* benefit for each *Illness* or accidental *Injury Condition* treated during each 12 month *Period* starting on the *Commencement Date* and that is not related to any other *Illness* or accidental *Injury Condition* treated during the same *Policy Period.*

Holiday means a pleasure trip, made by *You and where Your Pet* accompanies *You*, outside the *Territorial Limits*, which commences and ends in the *Territorial Limit*, however cover is restricted to travelling with *Your Pet* in European Union member countries which are included in the Pet Travel Scheme (PETS) only.

Illness means sickness, disease, infection or any change in *Your Pet*'s normal healthy state which is not caused by *Injury.*

Immediate Family means *Your* parent, brother, sister, son, daughter, spouse, life partner or civil partner*.*

Injury means damage to one or more parts of *Your Pet*'s body as a result of one accidental cause.

Market Value means the price usually paid for a *Pet* 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 *Schedule.*

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:

- any *Injury* and *Accident,* and the results thereof, occurring or existing in any form prior to the *Commencement Date*; and
- any *Illness*, symptom or sign of an *Illness* occurring or existing in any form prior to the *Commencement Date* or during the *Waiting Period.*

Recurring Condition means a *Condition* that is curable but may recur.

Schedule means the document which contains important information about *You* and this policy and forms part of the policy document.

Skin Condition means any diagnosed *Condition* regardless of the cause or origin presenting in or affecting the skin (as an organ) in any way whatsoever.

Territorial Limits means the Republic of Ireland.

Treatment 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.

Ultimate means Ultimate Pet Partners Limited who is the administrator for the claims sections of this policy and whose registered office is situated at The Connect Centre, Kingston Crescent, North End, Portsmouth, PO2 8DE. Company Registration number 06740793.

Vet means a Registered Veterinary Surgeon.

Veterinary Fees means reasonable, customary and essential fees typically charged by a *Vet* in the provision of *Treatment.* Please see Section 2 for more details.

Waiting Period means a period of 14 days starting from the *Commencement Date* of the initial *Policy Period. If Your Pet develops* an *Illness* or shows *Clinical Signs* of an *Illness* within the *Waiting Period* these will be excluded from cover unless otherwise stated on the *Schedule.*

We, Our, Us means Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598.

Your Vet means the *vet* or veterinary practice *You* employ to carry out *Your Pet's Treatment*.

You, Your means the person named as the policy owner on the *Schedule.*

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 *Ultimate* 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 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, kittening, 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*;

2.4.9 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 *Condition*s 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 *Condition*s 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 11.

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 *Ultimate* 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;

4.2.2.3 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 **T**he 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 Siochana.

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 *Ultimate's* 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;

7.3.1.5 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.

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 either:

9.1.1 download a claim form from www.123.ie; or

9.1.2 request a claim form from *Ultimate* by email on petclaims@ultimateservices.co.uk or by telephone on 1850 499 123.

Full instructions on how to complete the claim form will be provided. *You* must co-operate fully and truthfully and give *Ultimate* any information they may need.

SECTION 10 - CONDITIONS OF SETTLING CLAIMS

10.1 If requested by *Ultimate*, the *Vet* attending *Your Pet* or the usual or previous *Vet* must, at *Your* expense, provide *Ultimate* with all information about *Your Pet*, including its full medical history or its *Treatment* as *Ultimate* 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 *Ultimate* before a claim can be assessed by *Ultimate*. 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.

10.4 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.

10.5 For a claim under Section 6, *You* must provide *Us* with documentary evidence of the reward offer made and details of the beneficiary.

10.6 *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, Aujesky'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;*

11.12 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;

11.13 Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:

11.13.1 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;

11.13.2 arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring;

11.13.3 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;

11.14 *We* shall not be liable where *You* have not paid the correct premium;

11.15 *We* shall not be liable under this policy unless *You* have complied with all the terms, conditions and endorsements of this policy;

11.16 *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;

11.17 *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;

11.18 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;*

11.19 Any costs if *You* breach any animal health or importation laws or regulations of The Republic of Ireland and/or United Kingdom.

11.20 **Excluded Dogs**

11.20.1 Any dogs used for trade or business;

11.20.2 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;

11.20.3 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

11.21 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, Paramount Court, Corrig Road, Sandyford, Dublin 18.

SECTION 13 - COMPLAINT HANDLING PROCEDURE

If *You* have a complaint please follow this procedure.

13.1 If *You* are unhappy with the level of customer service *You* have received, please write to the Customer Services Manager at *123.ie* at the above address.

13.2 If *You* remain dissatisfied, please request that *Your* complaint be passed to the Managing Director at *123.ie*.

13.3 If *You* remain dissatisfied, please write to the Customer Services Manager at Red Sands Insurance Company (Europe) Limited Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

13.4 If *You* do not receive satisfaction through *Our* internal procedures, then *You* can refer *Your* complaint to the Financial Services Ombudsman's Bureau at 3rd Floor Lincoln House, Lincoln Place, Dublin 2 or on 1890 88 20 90 or 01 662 0899.

13.5 *Your* legal rights are unaffected if you take any of the above actions.

SECTION 14 – OTHER INFORMATION

Data Protection Statement

123.ie and Red Sands Insurance Company (Europe) Limited ('we' 'us' 'our' for this Section 14 only) are the registered data controllers in relation to personal information held about *You* for the purposes of the Data Protection Acts. The information that you provide including telephone recordings and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

We collect and may continue to collect certain information about *You* or any individuals connected to *Your* Policy ('data subjects') in the course of conducting our relationship with *You*. This information will be processed for the purpose of underwriting and managing *Your* insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory, legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law.

We may check the information *You* provide against other information available to the public (such as court judgments). If *You* give us false information or fail to disclose information and we suspect fraud, we will record this. We also participate in industry databases such as those operated by the Irish Insurance Federation for the purpose of sharing of information among insurance companies as a check against non-disclosure and to assist in preventing, detecting and/or protecting our customers and ourselves from fraud.

You have the right of access to the personal data held about *You* by us by sending a written request to: 123 Data Manager, 123.ie, Paramount Court, Corrig Road, Sandyford, Dublin 18 or The Customer Services Manager, Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. A fee may be charged for this (€6.35). *You* also have the right to require us to correct any inaccuracies in the information we hold about *You* by sending us a written request.

We record telephone conversations for verification and training purposes. Telephone recordings will be shared between us for these purposes.

Other Products and Services

In the future, 123.ie would like to use *Your* Personal Information with *Your* consent for the purpose of offering *You* other products and services which may be of interest to *You*. For this purpose, and occasionally also for market research and statistical purposes, information may be shared with third parties such as trustees, professional advisers, reputable external agencies, and service providers. This information may be provided to *You* by phone, post or email.

We abide by the Data Protection Acts 1988 and 2003. If *You* have any queries with regards to Data Protection *You* may contact us or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, Ireland, Tel +353 57 868 4800.

By proceeding with the application, *You* are giving us permission to process *Your* details for the above purposes.

Language

All communication between *You* and *Us* will be conducted in English.

Material Information

We rely upon the information *You* provide *Us* to decide whether to insure *Your Pet* and the terms and conditions under which *We* will offer cover. Irish Law requires *You* to tell *Us* about all known factors relating to the health and behaviour of *Your Pet* that may influence *Our* decision; this is known as Duty of Disclosure. If *You* fail in *Your* Duty of Disclosure, *We* may exercise certain remedies that include cancelling this policy or reducing the benefits due in terms of the policy. If *You* are in any doubt as to whether a fact is or may be material to *Us*, *You* must tell *Us* about it.

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 Paramount Court, Corrig Road, Sandyford, Dublin 18.

About the Insurer

Red Sands Insurance Company (Europe) Limited ("Red Sands") is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar under company number 87598 and their registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. As the underwriter Red Sands is responsible for this policy document.

About 123.ie

123.ie is registered in Ireland under company no. 323099, with its Registered Office at Paramount Court, Corrig Road, Sandyford, Dublin 18.
123 Money Ltd. trading as 123.ie is regulated by the Financial Regulator. Visit our website www.123.ie or email us at info@123.ie.

About the Claims Administrator

Ultimate Pet Partner Limited is authorised and regulated by the Financial Services Authority (FSA No 311368). If You have any questions about a claim, please call our friendly claims team on 1850 499 123 or 00 44 844 561 1625, Monday to Friday 9:00am to 6:30pm; or visit our website www.uispet.co.uk; or email *Us* at petclaims@ultimateservices.co.uk. *Ultimate* provides claims services on behalf of Red Sands.

Governing Law and Courts

Both parties are entitled to choose the law applicable to this contract of insurance. *We* propose the laws of Ireland to apply and in the absence of any agreement to the contrary, Irish law will apply. Any disputes shall be referred to the exclusive jurisdiction of the Irish Courts.

Finance Act 1990

Please note that the appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with section 113 of the Finance Act 1990.