Petcover®

Your Policy Wording for Third Party Liability for Your Dog

This booklet contains Your Policy Terms and Conditions.

Please read in conjunction with Your Certificate of Insurance.

Version 2

Effective from January 2026

Hello and thank you for choosing Petcover

Petcover EU Agentur GmbH is part of the Petcover Group. We specialise in pet insurance and offer cover for pets, to ensure we really understand and cater for your needs.

Petcover was formed by and has brought together people with many years' experience in pet insurance to offer you a great insurance cover and has a team of people who love pets offering you the customer service you deserve.

Having a pet is rewarding, from the love they provide when being there to greet you to the challenges of the sleepless nights when they are not 100%. We are here to support you and your pet throughout all of this, whether it be with your insurance cover, claiming or just a little advice along the way.

We understand how stressful it can be when you need to make a claim. We aim to make claiming a smooth, quick and easy process so you can concentrate on your pet, so if you need anything at all please let us know.

This booklet contains the cover your policy provides. If there is anything you don't understand please let us know, or if you have any questions, problems or any feedback please contact us.

This Insurance is underwritten by Fortegra Belgium Insurance Company NV

This Insurance is issued by Petcover EU Agentur in accordance with the authorisation granted to them under the Binding Authority Agreement with Fortegra Belgium Insurance Company NV with its registered office at Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4. Petcover is entitled to receive premiums for the insurance company or amounts intended for the customer from the insurance company.

Petcover EU Agentur GmbH is authorised and regulated by the Österreichische Finanzmarktaufsichstbehörde (FMA) under reference number: 32484052. Registered Office: Ared Strasse 16-18, 2544 Leobersdorf, Österreich. Supervisory body in Germany: BaFin www.bafin.de .

Contents

Policy Terms and Conditions

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

Demands and Needs – who is this product suitable for?

This product meets the demands and needs of a dog owner who wants third party liability cover for their dog.

Important information

This document, the **Certificate of Insurance** and any related exclusion from **Your** insurance documentation.

This insurance documentation sets out the policy terms and conditions of the contract of insurance between **You** and the **Insurer**. Please read all documentation carefully and keep it in a safe place. It is important that **You**:

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

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

Information You have given Us

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

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with incorrect or incomplete information that the **Insurer** has relied upon in accepting this insurance and setting its terms **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims. **We** will only do this if the **Insurer** provided **You** with insurance cover which **We** would not otherwise have offered, or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness, or
- cancel **your** insurance in accordance with 'Cancelling' on page 5.

We will write to **You** if **We**:

- intend to treat this insurance as if it never existed, or
- need to amend the terms of **Your** insurance, or
- require **You** to pay more premium for **Your** insurance

Your Duty to Disclose to Us

It is an essential part of **Your** insurance that **You** disclose to **us** any changes to **Your Pet** or your personal circumstances. This applies at the commencement, during the **period of insurance** and at the renewal of **Your** insurance. The information **You** need to tell **Us** about is detailed below:

- The activities **Your** dog is involved in changes
- If **Your** dog has any behavioural concerns or vices
- If **Your** dog has attacked, bitten or been aggressive towards a person or other animal.

Your Personal Circumstances

- **You** become aware that any details shown on **Your Certificate of Insurance** are incorrect.
- **Your** address or the address at which **Your Pet** is kept has changed.
- **You** no longer own any of the pets shown on **Your Certificate of Insurance**.

This is not an exhaustive list,

Who does the Duty apply to?

The 'Your Duty to Disclose to Us' applies to **You** and everyone that is an insured under the **Policy**. If **You** provide information for another insured, it is as if they provided it to **Us**.

What happens if the Duty of Disclosure is not complied with?

If the 'Your Duty to Disclose to Us' is not complied with **We** may cancel the **Policy** and/or reduce the amount **We** pay if **You** make a claim. If fraud is involved, **We** may treat the **Policy** as if it never existed, and pay nothing.

Renewing this insurance

When this **Policy** is due for renewal, **We** will write to **You** at least twenty-eight (28) days before the **Period of Insurance** ends with full details of **Your** next year's premium and policy terms and conditions. If **You** pay **Your** premium by direct debit instalments **Your** policy will renew automatically with **Your** next year's premium and policy terms and conditions; if **You** do not want to renew the **Policy** please contact us. If **You** need to contact **Us** to discuss **Your** renewal before the expiry of **Your** existing insurance, **Our** contact details can be found on the back cover. Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **You** at least twenty-eight (28) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

Cancelling

How you can cancel your policy

You can cancel **Your Policy** at any time by contacting **us**. Please telephone us on 0800 400 720 between the hours of Monday to Friday from 09:00am to 17:00pm and or send written confirmation by email to info.at@petcovergroup.com or by post to Petcover Eu Agentur GmbH, Ared Strasse 16-18, 2544 Leobersdorf, Österreich

If **You** cancel **Your Policy** in the first fourteen (14) days of **Your** first **Period of Insurance**, **We** will refund all of the premium **You** have paid, provided **you** have not made a claim. This refund will be a proportionate amount based on the number of days **Your Policy** was in force.

If **You** cancel **Your Policy** in the first fourteen (14) days after **Your** renewal date, **We** will refund any premium **You** have paid for cover after that renewal date, provided **You** have not made a claim since that renewal date. This refund will be a proportionate amount based on the number of days **Your Policy** was in force.

If **You** cancel **Your Policy** at any other time, **We** will refund any amount **you** have paid for cover after the cancellation date. No refund will be provided where a claim has been made or there are any circumstances which **You** are aware of that may give rise to a claim.

Once **Your Policy** is cancelled all cover under the **Policy** will stop on the date the **Policy** is cancelled, and no further claims will be paid.

How we can cancel your policy

We may cancel this insurance by giving **You** fourteen (14) days' notice in writing to the address last notified to **us**. **We** will only do this for a valid reason, examples of which are:

- Non-payment of premium, for details on this please read 'General Condition – Paying Your Premium'
- A change in risk occurring which means that the **Insurer** can no longer provide **You** with insurance cover
- Failure to comply with a provision of the **Policy**
- Non-cooperation or failure to supply any information or documentation **We** request
- Misrepresentation to **Us** during negotiations prior to the issue of the **Policy**
- Making a fraudulent claim under the **Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**
- Threatening or abusive behaviour or the use of threatening or abusive language.

If **We** cancel this insurance, provided **You** have not made a claim, **You** will be entitled to a refund of the premium paid. This refund will be a proportionate amount based on the number of days **Your Policy** was in force.

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

Definitions

If **We** explain what a word means, that word has the same meaning wherever it appears in the **Policy**.
For ease, **You** will see that these words appear in bold throughout.

Accident	means a sudden, unexpected and specific event which occurs at an identifiable time and place. All accidents arising from one (1) event or one (1) original cause will be treated by **Us** as one (1) accident. For the sake of clarity, an accident does include physical damage or trauma of a gradual nature which happens over time.
Certificate of Insurance	means the relevant certificate of insurance **We** issue including on renewal or variation of the **Policy** containing details of the cover provided under the **Policy**, including any exclusions and other specific insurance details that the **Insurer** have applied to **Your** cover.
Excess(es)	means the amount stated on **Your Certificate of Insurance** that **You** must pay for each claim made under **Your Policy**.
Home	means the place in Austria and where **You** and **Your Pet** usually live.
Immediate Family	means spouse, civil partner, life partner, partner, parents, sons and daughters,including Family of step relationships.
Injury/Injured	means a physical injury or trauma caused immediately, solely and directly from an **Accident**. This does not include any physical injury or trauma that happens over a period of time or is of a gradual nature.
Insurers	means Fortegra Belgium Insurance Company NV, an insurance company authorised under code 3251 and regulated by the National Bank of Belgium, registered in the Crossroads Bank of Enterprises under company number 1007742896 (RPR Brussels). Registered office: Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium.
Limit of Liability	means the amount of cover **You** have chosen under **Your** 'Third Party Liability' cover as detailed on **Your Certificate of Insurance** and is the most **We** will pay for all claims under this **Policy** including any legal expenses or costs. Where permitted by law, this limit of liability will be reduced by any amount paid under any other insurance **You** have that provides cover for the same liability, loss, **Accident**, occurrence or incident.
Period of Insurance	means the time during which the **Insurer** provides cover as shown on **Your Certificate of Insurance**. It does not refer to any prior period of insurance if the **Policy** is a renewal of a previous policy or any future period of insurance for any policy **You** may enter into with the **Insurer** upon renewal. Each period of insurance is treated as separate. This is normally **Twelve (12) Months**, but may be less if the **Policy** has been cancelled.
Policy	means this document and the **Certificate of Insurance** and any other documents **We** issue to **You** which are expressed to form part of the policy terms and conditions, which set out the cover the **Insurer** provides during the **Period of Insurance**. For the sake of clarity, it does not include any prior policy that this is a renewal of or any future policy that is a renewal of the policy.
Twelve (12) Months	means a consecutive period of three hundred and sixty five (365) days
We, Us, Our	means Petcover EU Agentur GmbH, part of the Petcover Group acting on behalf of **Insurers** Fortegra Belgium Insurance Company NV is registered under the authority of the Österreichische Finanzmarktaufsichstbehörde (FMA) under reference number: 32484052. Registered Office: Ared Strasse 16-18, 2544 Leobersdorf, Österreich.
You, Your	means the person(s) named as the insured on the **Certificate of Insurance**.
Your Pet	means the dog named on the **Certificate of Insurance**.

General Conditions

1) Conditions of the Policy	**You** must keep to the General Conditions and Conditions applying to each cover to have the full protection of the **Policy**. If **You** do not, and the Condition **You** have not kept to relates to a claim, **We** may refuse or reduce the amount **We** pay under the claim.
2) Caring for Your Pet	Throughout the **Period of Insurance You** must take all reasonable steps to maintain **Your Pet**'s health and to prevent **Injury**, Illness and loss.
3) Precautions	Throughout the **Period of Insurance You** must take all reasonable steps to: • Maintain **Your Pet**'s health. • Supply a secure and safe environment for **Your Pet** to prevent **Injury**, Illness, theft or straying. • Manage **Your Pet** to prevent **Injury** to a person or. another animal and damage or destruction to any property.
4) Ownership	**You** must be the owner of **Your Pet**. **Your** cover will stop immediately if ownership is transferred to another person or organisation.
5) Claims Pre-Authorisation	**We** will not guarantee on the phone if **We** will pay a claim
6) Providing Claim Information	When **You** make a claim **You** agree to give **Us** any information **We** may reasonably ask for. If **You** incur any charge for this, **You** must pay the charge.
7) Legal rights against others	If there is any other insurance under which **You** are entitled to make a claim **You** must report the incident to that insurance company and tell **Us** their name and address and **Your** policy and claim number with them. To the extent permitted by law, **We** will only pay **Our** share of the claim. If **You** have any legal rights against another person in relation to **Your** claim, **We** may take legal action against them in **Your** name at **Our** expense. **You** must give **Us** all the help **You** can and provide any documents **We** ask for.
8) Permission for Your Vet or Therapist to provide information	**You** agree that any Vet or Therapist has **Your** permission to release any information **We** ask for about **Your Pet**. If the Vet or Therapist makes a charge for this, **You** must pay the charge.
9) Claims Settlement Deductions	When **We** settle **Your** claim, **We** reserve the right to deduct from the claim amount, any amount due to **Us**.
10) Cancelling Your Policy	**You** can cancel **Your Policy** at any time by contacting **Us**. Please telephone **Us** on 0800 400 720 between the hours of Monday to Friday from 09:00am to 17:00pm or send written confirmation by email to info.at@petcovergroup.com or by post to Petcover EU Agentur GmbH, Ared Strasse 16-18, 2544 Leobersdorf, Österreich. If **You** cancel **Your Policy** in the first fourteen (14) days of **Your** first **Period of Insurance We** will refund all of the premium **You** have paid, provided **You** have not made a claim. This refund will be a proportionate amount based on the number of days **Your Policy** was in force. If **You** cancel **Your Policy** in the first fourteen (14) days after **Your** renewal date **We** will refund any premium **You** have paid for cover after that renewal date, provided **You** have not made a claim since that renewal date. This refund will be a proportionate amount based on the number of days **Your Policy** was in force. If **You** cancel **Your Policy** at any other time, **We** will refund any amount **You** have paid for cover after the cancellation date. No refund will be provided where a claim has been made or there are any circumstances which **You** are aware of that may give rise to a claim. Once **Your Policy** is cancelled all cover will stop on the date the **Policy** is cancelled, and no further claims will be paid. **We** may cancel this insurance by giving **You** fourteen (14) days' notice in writing to the address last notified to **Us**. **We** will only do this for a valid reason. If **We** cancel this insurance, provided **You** have not made a claim, **You** will be entitled to a refund of the premium paid. This refund will be a proportionate amount based on the number of days **Your Policy** was in force. If **We** pay any claim, whether by settlement, compromise or otherwise, then no refund of premium will be allowed. Cancellation of the insurance by **Us** does not affect the treatment of any claim arising under the insurance in the period before cancellation

11) Paying Your premium	**You** are only covered under this **Policy** if **You** pay the premium. If **You** pay by Direct Debit instalments and **You** miss an instalment, **You** must pay the outstanding amount within fourteen (14) days. If **You** do not, **We** will cancel **Your Policy** back to the last day **You** have paid for cover. All cover will stop from that date and no further claims will be paid. When **We** settle **Your** claim, if there are any premiums overdue, **We** will deduct the outstanding amount from the claim payment. If **You** pay by Direct Debit instalments and **You** frequently miss an instalment or pay an instalment late, **We** may request **You** pay all **Your** remaining premium until the end of the **Period of Insurance**. If **You** do not pay the remaining premium **We** will cancel **Your Policy** back to the last day **You** have paid for cover. All cover will stop from that date and no further claims will be paid.
12) Renewing Your Policy	**We** have the right to not invite renewal, if **We** decide to not invite renewal **We** will notify **You** in writing of any such action and the reason(s) for this decision. **We** will write to **You** at least twenty-eight (28) days before the **Policy** expires with full details of **Your** premium and terms upon which renewal will be offered for a further **Period of Insurance**. If **You** do not want to renew the **Policy** just let **Us** know. If **You** pay **Your** premium by Direct Debit instalment, when the **Policy** is due for renewal and **We** have agreed to renew the **Policy**, **We** will renew it for **You** automatically, to save **You** the worry of remembering to contact **Us** before the renewal date. If **You** paid **Your Policy** by any other means, **You** need to contact **Us** before **Your** renewal date to confirm **You** want to renew **Your Policy** and to pay **Your** premium. It is important that **You** check the terms of any renewal offer to satisfy yourself that the details are correct. In particular, check that the levels of cover are appropriate for **You**. At each renewal, **We** ask **You** to notify **Us** of certain information. The information **We** require from **You** will be stated in **Your** renewal documentation. It is important that **You** provide **Us** with full and accurate information as this could affect a future claim. Please note that **You** need to comply with '**Your** Duty to Disclose to **Us**' before each renewal.
13) Changes at renewal	This document also applies for any offer of renewal **We** may make, unless **We** tell **You** otherwise. If **We** offer renewal the **Insurer** may: • Change the premium, **Excess(es)** and policy terms and conditions • Place exclusions because of **Your Pet**'s claims and veterinary history • Limit or withdraw 'Third Party Liability' cover based on a review of **Your Pet**'s behaviour, claims or veterinary history. For example, any aggressive tendencies shown or any incidents where **Your Pet** has caused **Injury** to a person or another animal.
14) Changes during the Period of Insurance	Changes will only be made to the **Policy** at renewal, **We** will not change the cover **We** provide for **Your Pet** during the **Period of Insurance**, unless: • **You** decide to change **Your Pet**'s cover • **You** did not tell **Us** about something when **We** previously asked • **You** provided **Us** with inaccurate information when previously asked, regardless of whether or not **You** thought it was accurate at the time. If **You** transfer **Your Pet** to a plan with additional or higher benefit limits, the additional or higher benefits will not apply if the **Accident** or incident occurred prior to the change in the level of cover.
15) Exclusions	In addition to the exclusions set out in these **Policy** terms and conditions, the **Policy** does not cover any amount that results from an **Accident** or incident which is shown as excluded on **Your Certificate of Insurance**. Exclusions can be added on **Your Policy** at the start of **Your** first **Period of Insurance** based on **Your** answers to **Our** questions and any supplementary information provided. **We** can also place exclusions during the **Period of Insurance** but **We** can only do this if **We** find out, that when **We** asked during **Your** application, **You** did not tell **Us** about something or **You** provided **Us** with inaccurate information (regardless of whether or not **You** thought it was accurate at the time). In these cases the exclusion(s) will be placed back to the start of **Your** first **Policy**. **Your Policy** does not cover any claim that results from an **Injury**, Illness or incident which falls under any exclusion placed on **Your Policy**. An exclusion can be temporary or permanent. If the exclusion is temporary, upon request **We** will tell **You** under what circumstances **We** will reconsider the exclusion and what information **You** will need to provide. **You** must pay for the cost of this information. Please contact **Us** if **You** wish to discuss any exclusions on **Your Policy**.

16) Policy Limits	Limits do apply to some items covered by the **Policy**. **You** should read the **Policy** carefully so that **You** are aware of what limits may be applicable to **You** in the event of a loss.
17) Jurisdiction	This insurance contract is subject to the laws of Austria and the exclusive jurisdiction of the courts of Austria. Petcover is also in compliance with German regulations and Provisions. Unless **We** agree otherwise, the language of the **Policy** and all communications relating to it will be in German. English can be provided if necessary.
18) Your Residence	**Your Pet** must live in Austria. If **Your** address, or the address of **Your Pet**, changes **You** must advise **Us** as soon as possible as this may affect the insurance cover provided.
19) Provide and Update Information Previously Provided	Throughout **Your Policy You** need to tell **Us** about certain information. The things **You** need to tell **Us** about are detailed in **Your Certificate of Insurance** and in the '**Your** Duty to Disclose to **Us**' in the **Policy** terms and conditions. It's important **You** check any new documents **We** send to understand the information **We** need. If **You** do not provide **Us** with the full and accurate information it can result in a claim not being paid or affect the cover the **Insurer** provides. If, after **We** offer to renew **Your Policy**, **You** tell **Us** something that happened during an earlier **Period of Insurance** which could lead to a claim, **We** may change the premium, **Excess(es)** and **Policy** terms and conditions, place exclusions or withdraw 'Third Party Liability' of this insurance renewal.
20) Fraudulent Claims	If **You** submit a fraudulent claim, or solicit **Your** Vet or therapist or farrier to behave in a fraudulent manner or persuade them to falsify or change information regarding a claim, then the claim may be denied and **We** may cancel the **Policy**. **We** may also be entitled to reclaim any payments already made to **You** in respect to such claims.
21) Your Rights	The **Policy** is subject to any rights and remedies.
22) Sanctions	No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Exclusions

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

1) Your Certificate of Insurance	An **Injury**, Illness or incident specifically excluded on **Your Certificate of Insurance**.
2) Your Pet's age	Any Pet that is less than eight (8) weeks old at the commencement of cover.
3) Your Pet's Use	Dogs used for security, guarding, track racing or coursing.
2) Laws and regulations	• Any dog that must be registered under: a) The relevant legislation dealing with dangerous dogs or any further amendments to such legislation, or b) The applicable laws and ordinances as laid down by **Your** local district authority in Austria. • Any dog declared as a dangerous dog by a Government authority. • **You** breaking German laws or regulations of Germany, including those relating to animal health or importation regulations. • **Your Pet** being confiscated or destroyed by any Government or Public or Local Authority or any person or body having the jurisdiction to do so, including because it was worrying livestock. • Any Government or Public or Local Authority or any person or body having the jurisdiction to do so, having put restrictions on **Your Pet**. • Legal expenses, fines and penalties connected with or resulting from a Criminal Court Case or an Act of Parliament.

3) Radiation	Radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
4) Transmission of disease	A disease transmitted from animals to humans.
5) War, acts of terrorism, revolution or any similar event	An act of force or violence for political, religious or ideological reasons, war, acts of terrorism, riot, revolution or any similar event, including any chemical or biological terrorism.
6) Care and negligence	Cost of treating any **Injury** or Illness or other bodily **Injury** or Illness caused by, arising out of, or in any way connected with a malicious act, deliberate **Injury** or bodily **Injury** or gross negligence caused by **You** or a member of **Your Immediate Family** or anyone living with **You** or acting with **Your** express or implied consent.
7) Pandemic disease	Any pandemic disease that causes widespread Illness, death or destruction affecting **Your Pet**.
8) Your legal liability	**Your** legal liability for payment of compensation in respect of: • death, bodily **Injury** or illness, and/or • physical loss or damage to property, except to the extent **You** have such cover for 'Third Party Liability' cover under this **Policy**.
9) Deliberate act	Any legal expenses resulting from criminal proceedings because of a deliberate act by **You**.
10) Excess	Any **Excess** shown on **Your Certificate of Insurance**.

Third Party Liability

In this Third Party Liability Cover '**You**' and '**Your**' mean **You** or any person looking after or handling **Your Pet** with **Your** permission.

What We will pay for Third Party Liability

Third Party Liability cover for **Your** dog named on the **Certificate of Insurance** whilst in Austria only.

For

- **Your** legal liability for payment of compensation in respect of:
  a) Death, bodily **Injury** or illness of another person, and/or
  b) physical loss of or damage to property, occurring during the **Period of Insurance** and which is caused by an **Accident** caused by **Your Pet**.
- Legal costs and expenses **You** incur for a Third Party Liability claim covered under this Third Party Liability cover with **Our** consent for which **You** are legally liable, plus the cost of any lawyers (or a solicitor or a barrister) **We** appoint.

All Accidents of a series consequent upon or attributable to one source or original cause are treated by **Us** as one **Accident**. This cover applies in respect of an **Accident** occurring anywhere in Austria. The maximum amount **We** will pay for each claim under this Third Party Liability cover for dogs covered is 3,000,000 €, depending on the benefit you have selected, as listed on Your Certificate of Insurance. Where permitted by law, this limit will be reduced by any amount paid under any other insurance **You** have with **Us**, that provides cover for the same liability, loss, **Accident**, occurrence or incident.

What You pay for Third Party Liability

The **Excess** shown on **Your Certificate of Insurance**.

What We will not pay under Third Party Liability

1) Any amount which exceeds the **Limit of Liability** for the relevant cover or which will result in the **Limit of Liability** being exceeded.
2) Any amount for:
   - If **You** are the person who is killed, **Injured** or falls ill,
   - damage to **Your** property,
   - bodily **Injury** to or death of any person who normally lives with **You** or is part of **Your Immediate Family**, or for damage to their property,

- bodily **Injury** to **Your** employees or anyone who works for **You**, or for damage to their property,
- loss of or damage to property in **Your**, a person who lives with **You** or a member of **Your Immediate Family**'s care, custody or control or the care, custody or control of **Your** employees or any person who normally lives with **You**,
- involving **Your** business trade or profession, or for events that happen where **You** work. This includes where **You** live, if **You** work from **Home** and **Your Pet** has access to **Your** work area,
- any costs and expenses for defending **You** which **We** have not agreed beforehand,
- because of the terms of an agreement (unless **You** would have been liable if the agreement did not exist),
- claims caused by, arising out of, or in any way connected with asbestos,
- claims caused by, arising out of or in any way connected with the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. This exclusion will not apply if such discharge, dispersal, release or escape is caused by an **Accident** which occurred during the **Period of Insurance** involving **Your Pet**,
- the prevention of such contamination or pollution.

3) Claims caused by, arising out of, or in any way connected with:
   - Pregnancy, or
   - the transmission of disease.
4) Claims caused by, arising out of or in any way connected with an **Accident**, if **You** have not followed the instructions or advice given to **You** by the previous owners of **Your Pet**, or the re- homing organisation or a qualified behaviourist about the behaviour of **Your Pet**.
5) Where **Your** legal liability is covered or indemnified, in any way under any:
   - Statutory or compulsory scheme, fund or insurance, or
   - compensation scheme or workers compensation policy of insurance, or
   - industrial award.
6) Where **Your** legal liability is over that recoverable under any:
   - Statutory or compulsory scheme, fund or insurance, or
   - accident compensation scheme or workers compensation policy of insurance, or
   - industrial award.
7) For any aggravated, exemplary or punitive damages, damages resulting from the multiplication of compensatory damages, fines or penalties.
8) If **Your Pet** is kept or lives on a premises that sell alcohol, unless there is no access from the residential premises to the business premises.
9) For an incident which takes place when **Your Pet** is in the care of a business or a professional and **You** are paying for their services. For example, but not limited to, when **Your Pet** is in the care of a dog minder, a dog trainer, a dog sitter or at the grooming parlour or boarding kennel.
10) If the **Accident** happens in an area or place where dogs are specifically prohibited, unless **Your Pet** escapes and enters the area outside of **Your** control.

Conditions applying to Third Party Liability

1) **You** must not admit responsibility, agree to pay any claim or negotiate with any person following an incident which may give rise to claim under this Third Party Liability cover.
2) **You** must contact **Us** as soon as possible if:
   - An incident happens which could lead to a claim under this Third Party Liability cover. **You** must notify **Us** of an incident even if **You** don't believe that a claim is being made against **You** at this time.
   - **You**, or any other person, are advised of any prosecution, inquest or enquiry which could lead to a claim under this Third Party liability cover.
3) **You** must as soon as possible send **Us** any writ, summons or legal documents **You** receive and **You** or any other person on **Your** behalf must not respond to any of these documents.
4) **You** agree to provide **Us** with any information connected with the claim **We** reasonably ask for including details of **Your Pet**'s history.
5) **You** agree to tell **Us** or help **Us** find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed.
6) **You** must allow **Us** to take charge of **Your** claim and allow **Us** to prosecute in **Your** name for **Our** benefit.
7) If more than one of the dogs insured under the **Policy** are involved in, or contribute towards, an **Accident** which is covered under this Third Party Liability Cover only one **Limit of Liability** will apply to the **Accident** for all of the dogs. This means that if:
   - The dogs involved all have the same Maximum Benefit; the most **We** will pay for the **Accident** is that Maximum

Benefit. For example, if all of the dogs insured each have a Maximum Benefit of 3,000,000 €, **We** will pay no more than 3,000,000 € for the **Accident**.

- The dogs involved are covered under a **Policy** which has different Maximum Benefits; the most **We** will pay for the incident is the highest of the Maximum Benefits. For example if one dog has a **Limit of Liability** of 1,000,000 €, and another of 2,000,000 €, **We** will pay no more than 2,000,000 € for the incident.
- If dogs involved (all owned by **You**, but some are uninsured) **We** will pay no more than a pro ratio portion of the total amount of the claim, up to the Maximum Benefit.

8) If a business or a professional is being paid to care for **Your Pet** in any way (for example, but not limited to a dog minder, a dog trainer, a dog walker or a groomer) it is **Your** responsibility to:

- Make sure the business/person has the appropriate third party liability insurance cover, and
- tell them if **Your Pet** has any behavioural problems or requires any special handling so they are able to handle **Your Pet** in an appropriate manner.

Claiming

How to claim

1. Contact **Us** as soon as possible about any incident that happens involving **Injury** to a person, another animal or property even if **You** don't believe a claim will be made against **You** at the time.

Call **Us** on 0800 400 720 between the hours of Monday to Friday from 09:00am to 17:00pm.

2. Contact **Us** by telephone, email or post if **You** would like **Us** to send **You** a claim form.
3. Do not admit responsibility, agree to pay any claim or negotiate with any person following an incident that may give rise to a claim.
4. Any writ, summons or legal documents received by **You** need to be sent to **Us** as soon as possible. **You** must not respond to any of these documents.
5. **We** will not guarantee on the phone if **We** will pay a claim.

Please send **Us** the following supporting documentation related to **Your** claim or incident:

Third Party Liability

- A fully completed claim form by **You**
- A detailed description of the incident
- Any correspondence that **You** may have received from a Third Party, this includes court documentation and legal documents

Making a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing You with the highest standard of service.

If **You** wish to make a complaint, **You** can do so at any time by sending the matter in the first instance to **Us**.

The address is:

Petcover EU Agentur GmbH

Ared Strasse 16-18, 2544 Leobersdorf, Austria

Phone 0800 400 720

Email info.at@petcovergroup.com

Website petcovergroup.com/at

As a consumer, You have the option of contacting the Insurance Ombudsman at: HYPERLINK "https://www.versicherungsombudsmann.de/das-schlichtungsverfahren/schlichtungsantrag/"Request for conciliation – Insurance Ombudsman if no agreement can be reached, without prejudice to Your right to pursue legal remedies. For further information, please refer to the Insurance Ombudsman website at HYPERLINK "https://www.versicherungsombudsmann.de/"Versicherungsombudsmann – Außergerichtliche Streitbeilegung, unabhängig und kostenfrei

You also have the right to send Your complaint to the Federal Financial Supervisory Authority (BaFin). Further information on the complaints handling processcan be found at
https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/beschwerdenstreitschlichtung_node.html

Alternatively, You may wish to contact the Insurance Ombudsman in Belgium using the following details:

A.S.B.L. OMBUDSMAN DES ASSURANCES

Square de Meeûs 35,
1000 Bruxelles
Téléphone : +32 (2) 547 58 71
Fax : +32 (2) 547 59 75
info@ombudsman.as

Please note:

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

Compensation

This insurance policy is governed by Austrian law and subject to supervision by the Austrian Financial Market Authority (FMA) in accordance with the Versicherungsaufsichtsgesetz (VAG 2016). Insurance companies operating in Austria are required to maintain sufficient solvency and capital reserves to meet their obligations to policyholders.

In the event of insurer insolvency, claims and premium refunds may be managed through formal insolvency proceedings, including the appointment of a court-authorised liquidator. Policyholders are protected through regulatory oversight and applicable European Union directives.

Data Privacy Notice - Petcover EU Agentur GmbH

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

The full Data Privacy Notice can be found at: www.petcovergroup.com/de/datenschutz/

A paper copy of the Data Privacy Notice can be obtained by contacting us by email (info.at@petcovergroup.com) or at this address: Petcover EU Agentur GmbH, Ared Strasse 16-18, 2544 Leobersdorf, Österreich

Data Privacy Notice - Fortegra Belgium Insurance Company NV

All personal information that You provide to **Petcover EU Agentur GmbH** in connection with the provision of this contract will be stored in a secure and prudent manner and treated as confidential, and in accordance with the Regulation 2016/679 of 27 April 2016 ("General Data Protection Regulation" or "GDPR") and the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, as amended from time to time and other applicable data protection requirements for the processing and storage of personal data.

The information will only be stored for as long as it is necessary to process Your inquiry or perform the service in question, or longer if **Petcover EU Agentur GmbH** or the **Insurer** are obliged to do so by law or regulation. **You** have the right to demand access to registered personal data, as well as for correction and deletion in accordance with the law. Due to security-related reasons, **We** will primarily respond to Your request using Your address. The processing of requests regarding Your personal data will be handled by **Petcover EU Agentur GmbH**.

See privacy policies on https://fortegra.eu/privacy-notices and petcovergroup.com/de.

A paper copy of the data privacy notices can be obtained by contacting Us by email info.at@petcovergroup.com or at this address: **Petcover EU Agentur GmbH** Ared Strasse 16-18, 2544 Leobersdorf, Austria

Petcover®

0800 400 720
info.at@petcovergroup.com
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