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Love me, mind me, Insure me

Pet Insurance Booklet

Accident Only

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SECTION 1

Introduction

These **Policy Terms** and **Conditions** together with the Application and the **Policy Schedule** form the **Certificate of Insurance** and are part of an insurance contract. This insurance applies only to an **Event** and **Treatment** arising within the Republic of Ireland.

Please read this document carefully and familiarise yourself with its contents, i.e. what the policy does cover and what the policy does not cover. Please also read the **Policy Schedule** carefully to ensure that the information contained within it is correct. If it is not, please notify **Us** immediately.

Please also notify us immediately of any change which may affect the **Period of Insurance**.

Please note that these Terms and **Conditions** are subject to amendment from time to time and may vary according to details disclosed on **Your Application**.

In consideration of the payment of the premium, **We** will provide the insurance in this policy in respect of **Events** occurring during the **Period of Insurance**.

Definitions

- **Accident** – A sudden, unforeseen and unintended **Event** causing injury to **Your Pet**.
- **Behavioural Problems** – Any changes to **Your Pet's** normal behaviour, resulting from a mental or emotional disorder.
- **Bilateral Condition** – Any **Condition** affecting body parts of which **Your Pet** has two, one each side of the body (e.g. ears, eyes, knees, elbows, cruciate ligaments, patella's etc.).
- **Certificate of Insurance** – The Certificate forwarded in consideration of the payment of the Premium, evidencing the coverage set out herein, formed by these **Policy Terms** and **Conditions** and the **Policy Schedule**.
- **Claimable Amount** – The total amount in Euro that can be claimed under the benefit. The claimable amount is the amount of the claim prior to the deduction of the **Policy Excess**.
- **Clinical History** – All records held by any and all veterinary practices (or other organisation's) that **Your Pet** has attended. This is to include a complete, unedited chronological record (computer printout, handwritten notes or photocopy) of the original clinical notes as made at the time of all consultations and **Treatments**, radiographs, laboratory reports and referral letters (if applicable) as well as all financial records relating to your pet.
- **Clinical Signs** – Changes in **Your Pet's** normal healthy state, its bodily functions and/or behaviour.
- **Condition** – Any **Injury** sustained during, or resulting from, a single **Accident**.
- **Currency** – All figures in this policy are expressed in Euro, unless stated otherwise.
- **Deductible or Co-Pay** – The percentage of each and every claim payable by you as outlined in **Your Policy Schedule**.
- **Degenerative Condition** – A **Condition** in which the function or structure of the affected tissues or organs will deteriorate progressively over time, including related or contributory **Conditions** e.g. Cruciate Disease, Degenerative Joint Disease, Congestive Heart Failure.
- **Document History**: Copies or images of any and all documents and records relating to **Your Pet** including but not limited to vaccination records and cards, registration documents, microchipping certificates and adoption papers.
- **End Date** – the day **Your** cover ends, 364 Days after the **Start Date**.
- **Event** – The manifestation of an accident causing **Injury to Your Pet**.
- **Excess** – The amount payable by **You** for each **Illness** or **Injury** that is treated during the Policy Year that is not related to any other **Illness** or **Injury** treated during the same Policy Year. This also means that when the **Treatment** dates of an **Illness** or **Injury** fall into two or more Policy Years **You** pay an **Excess** for each Policy Year. The **Excess** payable will be shown in **Your Policy Schedule**.
- **Illness** – Any sickness, disease or changes to **Your Pet's** normal healthy state.
- **Injury** – Bodily **Injury** caused solely and directly by sudden violent, accidental, unexpected, external and visible means.
- **Market Value** – The price generally paid for an animal of the same age, breed, sex, breeding ability and pedigree at the time **You** got **Your Pet**.
- **Maximum Benefit** – The most **We** will pay in respect of any one **Event** as set out in the **Policy Schedule** or in aggregate for any one **Period of Insurance** per insured pet.
- **Orthopaedic Conditions** – Any condition affecting the normal function of **Your** Pets joints or bones including but not limited to Cruciate Disease and rupture, Arthritis, Joint Dysplasia and Spinal Disc Disease.
- **Period of Insurance** – The **period** shown on the **Policy Schedule** or any renewal for which **You** have paid and **We** have agreed to accept a renewal premium.
- **Pet History**: All **Clinical History** and **Document History** relating to **Your Pet**
- **Policy Schedule** – The document that details **Your** selected cover, the amount of **Your** Maximum Benefit, the person(s) and animal(s) who are insured, the premium payable and the **Start Date**.
- **Pre-existing Condition**, a **Condition** that is the same as, or has the same diagnosis or **Clinical Signs** as an **Illness, Injury** or Clinical Sign **Your Pet** had before the **Start Date** or during the **Stand-Down period**.
- **Purchase Price** – The amount **You** paid for **Your Pet** evidenced by the original receipt, from the breeder, at time of purchase of **Your Pet**.
- **Select Breeds** – Beauceron, Bulldog, Dogue de Bordeaux, Great Dane, Leonberger, Newfoundland, Pyrenean Mountain Dog, Deerhound, Estrela Mountain Dog, Irish Wolfhound, All Mastiff breeds, Old English Sheep Dog, Rottweiler, German Shepherd Dog (**We** may modify this list from time to time).
- **Specialist, Specialist Vet, Specialist Veterinary Surgeon** – A vet on the Irish Veterinary Councils

Register of specialist's, or a vet that has achieved a European, American or Royal College Diploma status in their respective field.

- **Stand-Down** – Within 15 days 14?? of the inception date of the **Period of Insurance**.
- **Start Date** – The date on the **Policy Schedule** showing when the cover starts.
- **Territorial Limits** – The Republic of Ireland.
- **Treatment** – Any examination, consultation, diagnosis, advice, test, X-ray, medication, surgery, nursing or care provided by any Veterinary professional.
- **Vet** – Registered General Veterinary Surgeon or Registered **Specialist** Veterinary Surgeon.
- **Vet Fees** – The amount in general that a Registered General Veterinary Surgeon or a Registered **Specialist** Veterinary Surgeon charges.
- **We, Us, Our** – Arch Insurance (EU) dac Address: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin
- **You, Your** – The person named on the **Policy Schedule**
- **Your Pet** – Any dog or cat named on the **Policy Schedule**, where you are the registered owner, is living with you at your permanent registered address and is in your permanent & full-time care.

vaccinated, failure to provide evidence of same will result in an automatic declination of any claim submitted by **You**.

- E. If, when **You** claim, there is any other insurance under which **You** are entitled to payment, **We** will only pay **Our** share of the claim. **You** must tell **Us** the name and address of the other insurance company and **Your** policy number with them and otherwise make full disclosure of all relevant facts. 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.
- F. If **You** make a false or exaggerated claim, this policy will end and **We** will not make any further payments. Any related payments must be returned to **Us**. For the avoidance of doubt, nondisclosure of information (previous **Conditions, Events** or veterinary surgeons attended) whether or not **You** deemed it to be relevant, will result in the automatic declination of **Your** claim. If **We** discover, subsequent to payments being made for any given **Condition**, that information has been withheld, all monies paid by **Us** will be immediately refundable.
- G. **Your Pet** is only insured under this policy if **You** have paid the premium. It is **Your** responsibility to ensure **Your** premiums are paid and up to date. The insurance will lapse without notice if payment of the premium is more than 10 days overdue.
- H. **We** reserve the right to deduct any outstanding premium from a claim. If a **Vet**, who has treated **Your Pet** or is about to treat **Your Pet**, asks for information about **Your** insurance that relates to a claim, **We** will, at **Our** discretion, tell the **Vet** what **Your** insurance covers, how the amount **We** pay is calculated and if the premium is up to date. By submitting a claim to **Us**, **You** are giving **Us** **Your** permission to provide whatever information is deemed necessary to any **Vet**, for the purposes of claims assessment and settlement. No information other than what **We** deem relevant will be shared.
- I. If **We** offer further periods of insurance, **We** may change the premium, excess, Terms & **Conditions** and/or add exclusions based on **Your Pet's** history.
- J. **You** must send **Us** a claim form that has been properly filled in and **You** must have paid the **Vet**. **We** will then write to **You** with **Our** decision. When **You** claim, **You** agree to give **Us** any information **We** may reasonably ask for. **You** must get a **Vet** to examine and treat **Your Pet** as

Conditions of Cover

- A. **You** cannot cancel the insurance if **You** have submitted a claim during the “free look” **period** or during the **Period of Insurance**. The free look **period** refers to the first 21 days of the policy during which **You** may examine the policy documents in full, and surrender the policy in exchange for a full refund of premium if not satisfied for any reason.
- B. Throughout the **Period of Insurance**, **You** must arrange to take care of **Your Pet**, arrange and pay for **Your Pet** to have a yearly health check and dental examination and any **Treatment** normally recommended by a **Vet** to prevent **Illness** or **Injury**. Failure to do so will affect payment of claims.
- C. **You** must arrange for **Your Pet** to be kept vaccinated, on an annual basis, for the duration of the policy. Dogs must be kept vaccinated against Distemper, Hepatitis, Parvovirus, Bordetella (Kennel Cough) and Leptospirosis. Cats must be kept vaccinated against Feline Infectious Enteritis, Feline Leukaemia Cat Flu, and Coronavirus.
- D. Where **You** state that **Your Pet** has been

- soon as possible after it shows **Clinical Signs** of an **Injury** or an **Illness**. **We** will not give prior approval of **Your** claim.
- K. If **We** decide, **You** must take **Your Pet** to a **Vet** that **We** choose.
- L. **We** reserve the right to refuse payment of **Vet Fees** arising from the **Treatment of Your Pet** by any particular **Vet** (or by any particular practice) and as notified by **Us** to **You** in writing.
- M. **You** may downgrade the insurance at **Your** option upon receiving an offer of renewal of insurance.
- N. **We** will, at **Our** option, offer a renewal of insurance. If renewed, the insurance shown on the new Policy Certificate is subject to the Terms and **Conditions** then required by **Us**. **We** reserve the right to modify or retract an offer of renewal or modify your **policy terms** and premium (including after the renewal date of your policy) in the **Event** that any prior claim is received or processed at any time after the date of that offer.
- O. **We** reserve the right to specify from time to time a maximum fees schedule pertaining to particular procedures and **Treatments**. The current schedule is available from **Us** upon request.
- P. **You** agree that anyone who has treated or cared for your pet has **Your** permission to release any Pet History **We** ask for about **Your Pet**. **We** will not pay for this information. If **We** do not receive all information relating to **Your Pet** from all current and prior treating vets then **Your** claim will be declined.
- Q. **We** reserve the right to cancel the insurance, for any reason, by notifying **You** in writing 14 days prior to the cancellation date. In this **Event**, **We** will refund any premium of any unused portion of the **Period of Insurance**.
- R. VAT – the maximum claimable amounts and Excesses shown on the Schedule of Benefits are inclusive of VAT. If **We** receive a request to make a claim payment to a veterinary practice, **We** reserve the right to decline this request.
- S. 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 the dog is kept must be secure and appropriately fenced or otherwise secured.
- T. This is a fixed terms insurance policy. No claims whatsoever will be paid for any costs incurred after the **End Date**, if cover has been cancelled either by **You** or by **Us**.
- U. It is your responsibility to ensure that you are not attempting to claim for a Pre-Existing **Condition** or **Event**. If you attempt to claim for a Pre-Existing **Condition** or **Event** knowingly or unknowingly your policy will be cancelled. Only the unused portion of your premium will be refunded to you.
- V. **You** and **Your Pet(s)** must live within the **Territorial Limits**, on a permanent basis, at the address shown on **Your** Certificate of Insurance.
- W. Throughout the **Period of Insurance**, **You** must take all reasonable steps to: Maintain **Your** Pets health; Provide a safe and secure environment for **Your Pet** to prevent an **Event** (including but not limited to ingestion of foreign bodies once you have become aware that your pet is pre-disposed to this behaviour); Control **Your Pet** to prevent injury to a person or another animal or damage or destruction to any property.

General Exclusions

- A. Claims for a pet less than 8 weeks of age.
- B. Costs resulting from any **Event** caused by or arising from use of an animal for hunting, guarding, racing or fighting.
- C. Costs relating to the destruction of or **Injury** to a pet to prevent **Injury** to people or livestock.
- D. Claim for loss resulting either directly or indirectly from an infringement of statute regulations or bylaws relating to animal health, bio-security or dog control statutes.
- E. If **Your** dog becomes designated individually or by breed as dangerous by statute, regulation or regulatory body, **You** must tell **Us** and **We** will cancel the policy.
- F. Any loss caused by war, riot, revolution or any similar **Event**.
- G. Any costs incurred as a result of restrictions put on **Your Pet** by the Department of Food and Agriculture in the Republic of Ireland
- H. Any amount if **You** break The Republic of Ireland animal health or importation laws or regulations.
- I. Claims for pets who have not been properly cared for and who have not been presented to a veterinary surgeon for an annual check-up while in **Your** possession.
- J. **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.
- K. There is no cover under this policy for any **Condition**, death from illness or holiday cancellation costs which occur or occurred prior to the end of the **Stand-Down** Period.
- L. **You** must care for **Your Pet**, in accordance with the advice of **Your Vet**. **We** shall not be liable for any claims arising from **Conditions** or **Events** resulting from, accentuated by or caused by **Your** failure to follow **Your** vet's advice.

Vet Fees

WHAT WE WILL PAY

- The cost of **Vet Fees** for **Treatment Your Pet** has received during the **Period of Insurance** for an **Injury**
- The Maximum Benefit for any one **Event** or in aggregate for one **Period of Insurance** per insured pet will be shown on **Your Policy Schedule**

WHAT YOU WILL PAY

For each claim, **You** must pay an amount as shown in **Your Policy Schedule** and as defined under **Excess** in this Terms and **Conditions** document.

WHAT WE WILL NOT PAY

- More than the Maximum Benefit for any one **Event** or in aggregate for any one **Period of Insurance**.
- More than the maximum designated fee for any procedure that is subject to such a limit.
- Any amount if **Your** claim results from:
 - **Treatment** for any **Injury** or **Event** where the clinical manifestation typically relates to an **Illness** such as Cruciate Rupture, Epilepsy, Luxating Patella or **Conditions** that are degenerative in nature.
 - **Treatment** for any conditions which are secondary to the covered **Injury**.
 - A **Condition** that is caused by, relates to or results from an **Illness**, **Injury** or Clinical Sign **Your Pet** had before the **Start Date** or during the **Stand-Down** Period regardless of whether or not you were aware of it.
 - A **Condition** that first showed **Clinical Signs** before the **Start Date** or during the **Stand-Down period**.
 - A **Pre-existing Condition**.
- Claims resulting from a **Condition** or **Injury** that is specifically excluded on the Policy Certificate or generally not covered by these Terms and **Conditions**.
- The cost of any **Treatment** a **Vet** normally recommends in **preventing Injury** or **Illness**, including (but not limited to) elective and cosmetic **Treatment**, neutering, worming, flea and tick **Treatments**, blood tests and screening, nail clipping, dewclaw & wart removal, grooming, routine emptying of anal glands, removal of anal glands and use of pheromones.
- The cost of any **Treatment** that **You** choose to have carried out that is not directly related to an **Event**.

- **Treatment of Any Illness**
- The cost of treating any **Event** caused by **You** or anyone living with **You**.
- The cost of house calls unless **Your** vet confirms that moving **Your Pet** would damage **Your Pet's** health, regardless of your personal circumstances.
- Afterhours consultation charges except in an emergency.
- The cost of dentistry and dental related procedures (including gums) except for remedial **Treatment** of teeth following an injury. A **Vet** must have checked **Your Pet's** teeth within 12 months prior to the onset of a claim.
- **Behavioural Problems**
- The cost of having **Your Pet** put to sleep, cremation disposed of or the cost of a post mortem.
- Any amount for Pre-anaesthetic blood screening, nor intraoperative fluids for short procedures (under 40 minutes) in healthy dogs under 7 years of age (**Select Breeds** under 4 years of age) and in healthy cats under 10 years of age. – do we need to change this in accordance with new 35% ages??
- The cost of out of hours' emergency consultations, **Treatments** and hospitalisation unless the **Vet** certifies, in writing (and **We** agree) that the consultation, **Treatment** or hospitalisation was absolutely necessary and that not taking that action would have seriously worsened **Your Pet's** health.
- Any amount for repeat/duplicate tests, diagnostics, consultations, imaging (ultrasound, x-ray) or advanced imaging (CT,MRI) for the same or similar **Conditions** except under exceptional circumstances, e.g. where a CT scan has been performed, no further imaging will be approved for payment.
- Any amount for a **Condition** or **Conditions** arising from the same or similar **Events** to those the same as, or similar to an **Event** or **Events** suffered by **Your Pet** prior to the **Start Date** of the policy or during the **Stand-Down** Period.
- More than 5 Hydrotherapy, Laser-therapy or Physiotherapy sessions per **Condition**.
- Any homeopathy, acupuncture, alternative medicine, supplements or related **Treatments**.
- The cost of **Treatment** if a claim is not submitted within 90 days of the first diagnosis or Clinical Sign of the **Condition** whichever the earlier.
- The cost of any **Treatment** if a claim is not submitted within 90 days of the **End Date** of your Policy.
- **Fees** charged by primary care veterinary surgeons for investigations, procedures and **Treatments** in excess of 50% of the fees charged for the equivalent investigations, procedures and **Treatments** by a **Specialist(s)**.
- Any fees or costs for **Treatments** which **We** do not consider reasonable or necessary.
- Any amount for veterinary fees where **We** deem the investigations and/or **Treatments** were not indicated based on the **Clinical History** provided.
- Costs incurred as a result of complications associated with veterinary error as deemed by **Our** veterinary advisors.
- Costs for non-diagnostic quality radiographs
- Any amount for advanced imaging (CT and MRI) unless it has been preauthorised by **Us** or by direction of a **Specialist** (in the specific field) that has examined the case. Full copies of the images for assessment and a detailed report by a **Specialist** will need to be provided.
- Any Amount for stem cell therapy, platelet-rich plasma and related treatment unless recommended, approved as appropriate and performed by a **Specialist**.
- Any amount that would not otherwise be payable under the **Vet Fees** section of these Terms and **Conditions**.
- Any amount if **Your** claim falls outside the General or Specific Claims Requirements related to this section of cover.

Third Party Liability Cover

This cover only applies if **You** (or any member of **Your** family permanently living with **You**) are not covered under any other liability insurance or household insurance.

WHAT WE WILL PAY

We will pay all amounts **You** (or any member of **Your** family permanently living with **You**) become legally liable to pay as compensation, for accidental bodily **Injury** or accidental damage to property caused by **Your Pet** within the **Territorial Limits** during the **Period of Insurance**. **We** will also pay any extra costs or expenses **You** have to pay, but only if **We** have agreed to them in writing beforehand. Whether **You** pay **Your** premium annually or monthly, the most **We** will pay in total in any 12-month **period** is stated in **Your Policy Schedule**.

WHAT YOU WILL PAY

For each claim, you must pay an amount as shown in **Your Policy Schedule** and as defined under **Excess** in this Terms and **Conditions** document.

WHAT WE WILL NOT PAY

- Any liability under any agreement or contract, unless **You** would have been liable anyway.
- Deliberate acts by **You**, members of **Your** family or anyone who **You** asked to look after **Your Pet**.
- Loss or damage to property belonging to or in custody or control of **You** and **Your** Family, any person employed by **You**, members of **Your** household or people whom **You** have asked to look after **Your Pet**.
- Accidental bodily **Injury** to **You**, a member of **Your** family, people permanently living with **You** or people whom **You** have asked to look after **Your Pet**.
- Accidental bodily **Injury** to any person who is under contract of service or employment or apprenticeship with **You** when the **Injury** or disease arises out of and in the course of employment by **You**.
- Any compensation, costs or expenses if **You**, any member of **Your** family, any person living with **You**, working with **You** or working for **You** is either responsible for or is looking after the property that is damaged.
- Any compensation, costs or expenses that result from **Your** profession, business or employment.
- Any claim arising outside the **Territorial Limits**.
- Any compensation, costs or expenses if **We** have not agreed to these before they arose.

- Any amount if **Your Pet** is a specified breed (or strains or crosses of them regardless of how far back in its lineage) under the Control of Dogs Act 1986, Control of Dogs (Amendment) Act 1992 and Control of Dogs Regulations 1998 or any changes to those laws.
- Any amount if **Your** dog is one of the following breeds or any dog crossbred with one of the following breeds:
American Bandogge/Bandogge, Mastiff, American Bull Dogs, Pit Bull Terriers, Staffordshire Bull Terriers, Bull Mastiff, Canary Dogs, Cane Corsos, Czechoslovakian Wolfdogs, Doberman Pinscher, Dogo Argentinos, Dogue Brasileiro, English Bull terrier, Fila Brasileiro, German Shepherd (Alsatian), Akita, Japanese Tosas, Korean Jindo, Northern Inuit Dogs, Perro de Pressa Canarios, Pit Bull Terriers, Presa Canarios, Rhodesian Ridgeback, Rottweiler, Saarlooswolfhonden, Shar Pei, Tosa Inus, Utonagans, Wolf, St. Bernard, Chow-Chow, Siberian Husky, Alaskan Malamute.
- Any amount if **Your Pet** was not under effectual control at the time of the accident.
- Any compensation, costs and expenses for an incident which takes place when **Your** dog is in the care of a business or a professional whether or not you are paying for their services. For example, but not limited to, when your dog is in the care of a dog minder/walker, a dog sitter, a vet or at the grooming parlour.
- Any compensation, costs and expenses that result from an incident if you have not followed instructions or advice given to you by a rehoming organisation or a qualified behaviourist or veterinary professional about the behaviour of your dog.
- Any amount if **Your Pet** has previously displayed vicious or aggressive tendencies, either prior to or for the duration of **Your** Policy.
- Any amount as a result of **Your Pet's** interaction with other animals.

Death from Accident

WHAT WE WILL PAY

We will pay **You** the **Purchase Price** of **Your Pet**, as proven by **You**, if **Your Pet** dies as a result of an accident or as a result of being put to sleep following an accident (but only if confirmed in writing by a **Vet** as necessary to prevent the pet from suffering). The most **We** will pay in total is stated in **Your Policy Schedule**.

WHAT WE WILL NOT PAY

- More than **You** have paid for **Your Pet**.
- Any amount unless a **Vet** has put **Your Pet** to sleep as a result of an accident that cannot be treated and believes it was not humane to keep **Your Pet** alive because it was suffering.
- Any claim arising from the death of **Your Pet** because of a **Condition** which is not covered under the policy.
- Any amount if **You** did not pay for **Your Pet**.
- Any amount if **Your Pet** has not been insured as a Pure Breed, A Pedigree or a Hybrid/Designer Breed with **Us**.

How to Claim

- Please visit www.PetInsure.ie and download a claim form or submit your claim via the web portal. Alternatively, please contact us on 1890 201 201 where we would be delighted to talk you through the process.
- Claims Information
- **We** attempt to make claiming as easy as possible for you. The first claim is always the hardest and there are certain requirements, as well as information that we will require in order to be able to process your claim. **We** will not require the same level of information for second and subsequent claims.
- Please read the details below carefully for both, the General Claims requirements and any claims requirements specific to each section of cover under this Policy of insurance.
- Please note that if the claim form is not fully completed it will be returned.

General Claims Requirements – All Sections

For a claim under any section of this policy please submit:

- A fully completed claim form via Telephone, Post, Fax or via an online portal
- Detailed valid Vat invoices and receipts for costs incurred setting out the specific costs, charges and/or professional fees involved. Failure to supply any and all of this information will result in your claim being declined.
- Any other information to support your claim.

There are general timelines related to claims as follows:

- Notwithstanding the Specific Claims Requirement, all Claims relating to **Your** Policy must be submitted within 90 calendar days of the final day of your last **Period of Insurance**. Claims submitted outside this

timeframe are not admissible.

- No claim should be submitted for less than the **Policy Excess**.

NB – Any claims received more than 90 days after the end of your period of Insurance will not be admissible or considered for payment

Specific Claims Requirements

VET FEES

CLAIMS REQUIREMENTS / SPECIAL CONDITIONS

Before **Your Pet** is treated, **You** must make sure that the **Vet** is prepared to complete the **Treatment** section of **Our** claim form and provide detailed invoices and full Pet History of **Your Pet** if requested by **Us**. Claims submitted without the information or documentation to support the claim as set out on the claim form and/or as requested by **Us** will not be eligible for reimbursement.

Any information not captured at the time of original examination/consultation will not be accepted.

We also reserve the right to speak with any previous Veterinary practices which **Your Pet** has attended and these details must be supplied by **You**. **You** must fill in all policy-holder sections of the claim form and ask **Your Vet** to fill in the **Treatment** section. **We** will not pay for the supply of this information.

Claims for **Events** which have previously been approved for payment by **Us**, should be submitted at the end of the **Treatment** for the **Event**, but in any case, no more frequently than every 90 calendar days unless approved by **Us**.

Payment of **Specialist Fees** and fees for referral cases is dependent upon the provision of a detailed referral letter from the **Specialist**, of a standard expected by Irish, European or American college combined with a detailed surgical report. In the absence of this information no fees will be paid in respect of the **Specialist** procedures completed.

THIRD PARTY LIABILITY COVER

Special **Conditions** that apply to this section

- **You** must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident.
- **You** must agree to provide **Us** with any information **We** ask for
- **You** must allow **Us** to take charge of **Your** claim and allow **Us** to prosecute in **Your** name for **Our** benefit

You must immediately send **Us** any writ, summons, legal documents or correspondence **You** receive and **You** must never send any replies to any of these documents.

DEATH FROM ACCIDENT

CLAIMS REQUIREMENTS/SPECIAL CONDITIONS

Please send us

- A death certificate from **Your Vet**.
- The pedigree certificate and original receipt showing the amount **You** paid for **Your Pet**
- **Your** claim forms fully completed
- **We** will not pay for the supply of this information.

Important note

- Inability to provide **Us** with Pedigree papers and receipt will materially influence **Our** valuation of **Your Pet**. If **You** cannot provide **Us** with this information a Maximum Benefit of €100 or 50% of the Market Value of **Your Pet** will be applied, whichever is lesser of the two.

SECTION 2

Terms of Business Capstone Financial Services

Who we are: Capstone Financial Services, t/a PetInsure (Registration No. 349536) & t/a Zoopo (Registration No. 619993) (Company No: 451193), PO Box 911, South City D.S.U., Cork, T12 C82S (Hereafter referred to as “**Us**” or “**We**”)

Contact Details:

Tel: 021 2029119
Email: info@PetInsure.ie
Web: www.PetInsure.ie

Authorised Status: Capstone Financial Services Ltd, is regulated by the Central Bank of Ireland (Registration Number C48167) as an insurance intermediary registered under the European Communities (Insurance Mediation) Regulations, 2005. The Central Bank of Ireland holds registers of regulated firms. **You** may contact the Central Bank of Ireland on (01) 4104000 or alternatively visit their website on www.centralbank.ie to verify our credentials. The firm is subject to the Central Bank of Ireland’s Consumer Protection Code, Fitness and Probity Standards and the Minimum Competency Code. These codes are available for inspection on the Central Bank of Ireland’s Website www.centralbank.ie.

Services Provided: Capstone Financial Services Ltd may offer advice in relation to all aspects in relation to life assurance products (Term Cover, Serious **Illness** and Permanent Health Insurance) and General Insurance. **We** also transmit orders on client’s behalf to any of the insurance undertakings or product producers with whom the Company hold letters of appointment. A list of all such appointments is contained elsewhere within this Terms of Business.

Policies are underwritten by:

1) Arch Insurance (EU) DAC Address: Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 Company Registration: 505420. Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland.

Data Protection: **We** comply with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection Policy. **We** would also like to keep you informed of insurance, investment and

any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. **We** would like to contact you by way of letter, email or telephone call. **We** may receive referrals from such firms and may advise them of any transactions arranged for you. **You** have the right at any time to request a copy of any 'personal data' (within the meaning of the GDPR) that our office holds about you and to have any inaccuracies in that information corrected. If you are unhappy with how we have handled your personal information or if you want further information about the way your personal data will be used please contact us at Privacy@capstonegroup.ie or telephone 1890 201 201.

Conflict of Interest: It is the Policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service. A full copy of our conflicts of interest Policy is available on request.

Complaints Procedure: Capstone Financial Services Ltd has in place, a written procedure for the handling of complaints. This procedure ensures that all complaints are recorded and acknowledged within 5 business days. All complaints are fully investigated and the complainant updated at intervals of not greater than 20 business days. **We** will attempt to investigate and resolve a complaint within 40 business days.

All complaints should be directed in writing to:

The Complaints Officer,
Capstone Financial Services
P.O. Box 911
South City D.S.U.
Cork
T12 C82S

or email: info@PetInsure.ie

In the **Event** that you are not entirely satisfied with the firms handling of and response to your complaint, you have the right to refer your complaint to:

The Financial Services and Pensions Ombudsman (FSPO),
3rd Floor Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.
Lo Call: 1890 88 20 90.

Your Obligations: It is your responsibility to provide complete and accurate information when you take out your Insurance Policy, throughout the life of that Policy and when you renew your Insurance. It is important that you ensure all statements made by you are, to your knowledge and belief, full and accurate. Failure to disclose any material information including, pets age, breeds, vet practices etc. to your Insurers could invalidate your insurance cover and could mean that all or part of a claim may not be paid.

Governing Law and Language: These Terms of Business are subject to the laws of Ireland and the Courts of Ireland will have exclusive jurisdiction over any dispute. All contracts, terms, conditions and communications relating to any policies or services you may enter into with the firm will be in English.

Right of cancellation: **You** have the right to withdraw from any insurance Policy which you buy from us within 21 days of the date of inception of cover.

Right to a refund: If you cancel your cover within 21 days of the date of inception of your Policy you are entitled to a full refund provided you have not submitted a claim.

Period of insurance: Your period of insurance in respect of any Policy you hold with **Us** will be the **period** specified as such in your **Policy Schedule/** Renewal notice.

Amendments or alterations: Where there is to be any amendment or alteration to the cover which we have arranged for you we will inform you at least one month prior to said alteration or amendments.

Compensation Schemes / Consumer Protection:

Capstone Financial Services Ltd is a member of the Investor Compensation Scheme established under the Investor Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to clients of firms covered by the Act. However you should also be aware that a right to compensation would only arise where money or investment instruments held by this company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in the Act. In the **Event** that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation or €20,000.

Default Remedies: Capstone Financial Services Ltd actions in the **Event** of default by the client are: Product providers are entitled to withdraw benefit or cover on default of any payments due under any products arranged for your benefit. It is therefore critical to the guaranteed continuance of your insurance that your premium is paid in full. Some insurers may include as a term of the insurance a settlement due date or in some cases a warranty under the terms of which the premium must be paid to them by a certain date. **We** inform our clients of such requirements and the relevant date in good time to allow the payment terms to be met. Failure to comply with the terms of the warranty may mean that the insurer's obligation under the Policy will be terminated. **We** will automatically advise you of any payments outstanding on your Policy and the consequences of failure to pay premiums. An outline of the action and remedies which the relevant product producers may take in the **Event** of default by a client is included in the product producer's Policy document.

Remuneration: **We** are remunerated through commission and/or payments from insurers and product providers.

Schedule of Fees & Charges

	Amount in €
Policy documents by post	15.00
Direct Debit default charge	10.00
Claim payments by cheque	15.00
Premium refund payments by cheque	15.00
Cancellation during Policy year	25.00

Effective Date: 12/03/2020

SECTION 3

Privacy Policy

Capstone Financial Services T/A PetInsure is committed to ensuring that your privacy is protected.

This statement sets out the basis on which any personal data we collect from and about you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. This statement is being provided to you in line with our obligations from 25 May 2018 under the General Data Protection Regulation (GDPR).

CONTACT DETAILS

If you would like to contact us with any queries or comments in relation to your personal data, please:

Send an e-mail to: privacy@capstonegroup.ie

Send a letter to: Capstone Financial Services T/A PetInsure PO Box 911, South City D.S.U, Cork.

Call us: Cork Office: 1890 201 201

DATA WE COLLECT AND PROCESS

We will collect and process the following data about you:

Information you give us

This is information about you that you give us by corresponding with us by post, phone, e-mail or through our website. It includes the information you supply us with when you engage us to provide insurance services. The information you give us may include, but is not limited to, your title, name, address, e-mail address, date of birth, phone number, bank account and/or credit card information as well as any information relating to your pets etc.

Information we collect about you

Depending on the circumstances, we might also obtain personal data about you from other sources such as public registers, government and regulatory authorities, business partners, financial and insurance advisors, service providers, etc. **You** are not obliged to provide us with your personal information. However, if you do not, we will not be able to carry out the services you have requested of us.

WHY WE PROCESS YOUR DATA

We process your data in order to:

- 1) comply with legal obligations to which we are subject,
- 2) to perform the services, you have requested of us or to take steps at your request prior to undertaking to provide services for you.
- 3) To perform the services as requested of us by our insurance partners including but not

limited to claims processing and payments, fraud detection, Payments processing and other general insurance Policy administration functions

We do this because you have consented to our processing and controlling of your data or for the purposes of our legitimate interests, such as to inform you of changes to the services which we provide to you or to provide you with information about other services we offer.

HOW WE USE YOUR DATA

We gather and use your information to:

- allow us to provide you a quotation for the insurance services you have enquired about and/or requested from us
- comply with legal obligations we might be subject to (such as anti-money laundering)
- provide you with information about other services we offer that are similar to those you have already requested of us or enquired about
- to notify you of changes to our services
- to monitor and improve the quality of our services
- to allow you to participate in **Events** organised by us or our partners

WHO WE SHARE YOUR DATA WITH

We may share your information with agents, contractors or partners of Capstone Financial Services T/A PetInsure in connection with services that these individuals or entities perform for or with Capstone Financial Services T/A PetInsure. These include but are not limited to, insurance companies from whom we receive insurance products, data storage providers, systems administrators and developers, payments processors, providers of archiving services, private detectives, barristers, third party experts, accountants, financial and tax advisors or external auditors or any other third-party provider who assists us in the provision of our services to you and to our insurance partners. **We** may disclose your data in the **Event** that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets. **We** may disclose or share your data in order to comply with any legal obligation or in order to enforce or apply our General Terms and **Conditions**. Our agents, contractors or partners are restricted from using your data in any way other than to provide services for Capstone Financial Services T/A PetInsure, or services for the collaboration in which they and Capstone Financial Services T/A PetInsure are engaged.

DATA SECURITY

We take our data security responsibilities seriously, employing the most appropriate physical and technical measures, including staff training and awareness. **We** review our data security measures and procedures regularly. Unfortunately, the transmission of information by means of the internet, including through e-mail, is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to or from us by means of e-mail and any such transmission is at your own risk.

DATA RETENTION

It is our aim to only hold your data for as long as this is necessary to fulfil our obligations to you under the terms of our contract with you or for as long as is required of us by law/regulation – whichever is the sooner. In the case of insurance provision, we are required to hold your data for a **period** of 6 years post termination of our contract with you.

COOKIE POLICY

This site uses cookies – small text files that are placed on your machine to help the site provide a better user experience. In general, cookies are used to retain user preferences, store information for things like shopping carts, and provide anonymised tracking data to third party applications like Google Analytics. As a rule, cookies will make your browsing experience better. However, you may prefer to disable cookies on this site and on others. The most effective way to do this is to disable cookies in your browser. **We** suggest consulting the Help section of your browser or taking a look at the About Cookies website which offers guidance for all modern browsers

MARKETING

We may contact you by post, email and telephone about our services and other **Events** involving or relating to Capstone Financial Services T/A PetInsure which may be of interest to you. **You** have the right to ask us to stop processing your personal data for direct marketing purposes. If you wish to exercise this right, please send us an email to privacy@capstonegroup.ie with a header that says “Unsubscribe”.

WHERE WE STORE YOUR INFORMATION

We might store your information in different places. Some physical files are stored in our offices and maybe our archives. Electronic files are stored on our secure servers and in the cloud. **We** may

transfer your data to, and store it at, a destination outside of the European Economic Area. Whenever we transfer your data in such a way, we will ensure appropriate safeguards are in place. **You** may contact us via e-mail, letter or telephone in case you wish to find out more or to obtain a copy of the appropriate safeguards.

YOUR RIGHTS

You have the right to request that we:

- inform you whether we process your data, provide you with details relating to our processing, and with a copy of your data
- rectify any inaccurate data we might have about you without undue delay
- complete any incomplete information about you.
- erase your personal data without undue delay
- are restricted from processing your data
- furnish you with the personal data which you provided to us in a structured, commonly used and machine-readable format

Where we process your data solely on the basis of your consent, you are entitled to withdraw your consent at any time. This will not affect the lawfulness of our processing before the withdrawal.

You also have the right to lodge a complaint with the Data Protection Commissioner at any time. The exercise of your rights might be subject to certain conditions prescribed by law and we might require further information from you before we can respond to your request. **You** may exercise your rights by contacting us at the addresses or e-mail address provided above.

CHANGES TO STATEMENT

We may update this privacy statement from time to time and will publish such updated version on our website, as appropriate.



PO Box 911, South City D.S.U, Cork, T12 C82S

Lo -Call: 1890 201 201

Email: info@PetInsure.ie

Web: www.PetInsure.ie



Capstone Financial Services Limited t/a PetInsure is regulated by the Central Bank of Ireland.

Petinsure.ie policies are underwritten by Arch Insurance (EU) DAC,
Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4
Company Registration: 505420.

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