

Policy booklet

in plain English



For Agria Lifetime Equine
Insurance Customers

Please keep this booklet safe

This policy booklet, in conjunction with your Schedule of Insurance, contain full details of your policy, please keep them in a safe place so that you can refer to them if you need to make a claim

In the event of a claim

You can download a claim form at our website at www.agriapetinsure.ie, you can email us at claims@agriapetinsure.ie or call us on 021 202 9119 to ask for a claim form or please refer to the "How to Claim" section on page 16.

To discuss your policy

Tel: 021 202 9119

Email: info@agriapetinsure.ie

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KEY FEATURES, BENEFITS AND SIGNIFICANT EXCLUSIONS (See pages 4 - 20 for full details)

All policy sections have limits on the amount paid. Your Schedule of Insurance shows these amounts.

Section 1 - Veterinary Fees

Features

Cover is provided for veterinary treatment your horse receives for an illness or injury, including:

- Tooth fracture involving the tooth root up to €450 per period of insurance.
- Costs for euthanasia and disposal of your horse up to €500.
- Complementary treatment up to €1,000 per period of insurance.

Significant Exclusions

- The fixed excess and co-insurance amounts you pay towards the cost of treatment your horse receives in each period of insurance.
- Illnesses and injuries that first showed signs before your policy started.
- Illnesses and injuries that happen again and are the same as illnesses and injuries your horse had before your policy started. These include disorders that your horse can have in different eyes, ears, front and back legs and feet, knees, hips, shoulders and elbows. For example, cover for treatment of a ruptured suspensory ligament in the left leg is not available when your horse has had a ruptured suspensory ligament in the right leg before your policy started.
- Illnesses that show signs in the first 14 days after your policy started, except for acute colic, shipping fever/pleuropneumonia and pneumonia.
- Illnesses and injuries that are stated in the exclusion letter issued to you when your policy first started.
- Costs to prevent an illness or injury, routine examinations, routine tests, routine treatment for your horse's general wellbeing, tests to investigate the general health of your horse, vaccinations, castration, pregnancy or giving birth.
- If your horse suffers an injury that happened while participating in, or is related in any way to participating in an activity that is not included in the activity group shown on your Schedule of Insurance.
- Vet's administration costs and other charges a vet makes for things that do not directly involve the vet's expertise in treating an illness or injury.

Sections 2 and 3 are policy sections that you can choose to add to your policy.

Section 2a - Death from Illness or Injury

Features

The sum insured or market value (whichever is less) of your horse if it dies or has to be euthanised by a vet as a result of an illness or injury.

Significant Exclusions

- Illnesses and injuries that first showed signs before your policy started.
- Illnesses and injuries that happen again and are the same as illnesses and injuries your horse had before your policy started.
- Illnesses that show signs in the first 14 days after your policy started, except for acute colic, shipping fever/pleuropneumonia and pneumonia.

- Illnesses and injuries that are stated in the exclusion letter issued to you when your policy first started.
- If your horse is euthanised and its condition did not meet the IEVA advice for the destruction of horses.
- If your horse dies or has to be euthanised due to an injury that happened while participating in, or is related in any way to participating in an activity that is not included in the activity group shown on your Schedule of Insurance.
- If your horse dies as a result of extremes of temperature from being left unattended in a horsebox or trailer.

Section 2b - Theft or Straying

Features

The sum insured or market value (whichever is less) of your horse if it is lost or stolen and is not recovered within 45 days.

Significant Exclusions

- If your horse is lost or stolen in the first 14 days after your policy started.
- If you do not report the theft of your horse to the police.
- If you do not report your horse is missing to rescue centres, vets and other organisations.
- If you cannot provide us with your horse's microchip number.

Section 3 - Loss of Use

Features

90% of the sum insured up to a maximum of €25,000 or 90% of the market value (whichever is less) of your horse if it develops an illness or suffers an injury that is so serious that it can permanently only perform the activities listed in activity group one. The illness or injury must be so severe that even the provision of veterinary treatment or continuing care would not restore your horse's ability.

Significant Exclusions

- If your vet and our vet do not agree that your horse can permanently only perform the activities listed in activity group one.
- If the loss of use was caused by an Illness or injury that first showed signs before your policy started.
- If the loss of use was caused by an Illness or injury that happen again and is the same as an illness or injury your horse had before your policy started.
- Illnesses that show signs in the first 14 days after your policy started, except for acute colic, shipping fever/pleuropneumonia and pneumonia.
- Illnesses and injuries that are stated in the exclusion letter issued to you when your policy first started.
- If your horse has never engaged in, or been trained to do the activity it now cannot participate in.
- If the loss of use is caused by an illness or injury that happened while engaged in, or is related in any way to engaging in, an activity which is not included in the activity group shown on your Schedule of Insurance.

GENERAL SIGNIFICANT EXCLUSIONS

- Any horse under the age of 30 days at the start of your policy.
- Any incident, illness, injury, death or other event occurring outside the Republic of Ireland.
- War, terrorism, revolution and similar events, nuclear and radioactive contamination.
- The use of your horse for racing, including point-to-point, under Irish Horseracing Regulatory Board rules.
- The use of your horse for flapping.
- Illnesses that horses are usually vaccinated against if your horse has not been vaccinated.

GENERAL SIGNIFICANT CONDITIONS

- The policy is an annual contract of insurance and you must pay the full annual premium.
- If you miss a payment we may make an administration charge of €10.00.
- If your bank tells us they cannot make your payment we will try to collect it again.

Activity Group Table

GROUP	ACTIVITIES
Activity Group 1	Horse at pasture Retired
Activity Group 2	Group 1 activities plus: Flatwork up to Prelim level Ground Work Hacking Pleasure rides up to 24 kilometres Western Riding Therapy Horse (not used for riding)
Activity Group 3	Group 1 & 2 activities plus: Backing and starting Dressage - up to Novice (unaffiliated and affiliated) Endurance rides - 40 kilometres and below Foals (aged 30 days to 12 months) Mounted games Pole and grid work - 90cm and below Riding and Pony Clubs (all activities) Showing - unaffiliated Show Jumping - 90cm and below (unaffiliated and affiliated) TREC Vaulting Therapy Horse (also used for riding)
Activity Group 4	Group 1, 2, & 3 activities plus: Barrel Racing Dressage - below Elementary Driving - non-competitive Eventing - 90cm and below (unaffiliated and affiliated) Horseback Archery Hunter Trials - 90cm and below Jump Cross Showing - affiliated Show Jumping - 110cm and below (unaffiliated and affiliated) Team Chasing - 90cm and below Tent Pegging Working Equitation
Activity Group 5	Group 1, 2, 3 & 4 activities plus: Competitive driving - excluding harness racing (inclusive of pacing and trotting) Dressage - Elementary and above Endurance Rides - 40 kilometres and above Eventing - 100cm to intermediate (unaffiliated and affiliated) Hunter Trials - 95cm and above Show Jumping - 115cm and above (unaffiliated and affiliated)
Activity Group 6	Group 1, 2, 3, 4 & 5 activities plus: Eventing - Advanced Horseball Hunting Polo Polocrosse Team Chasing - 90cm and above

CONTRACT OF INSURANCE

This is an annual insurance contract and to obtain the full benefit of the contract **you** must pay the full annual premium either in one payment or monthly instalments. If **we** accept **your** application and premium and an **illness, injury, loss, theft or damage** happens in the **period of insurance, we** will provide the cover explained in the following pages and on **your Schedule of Insurance**. The cover provided, unless explained otherwise, is based on **your** financial loss which is the amount of money the **illness, injury, loss, theft or damage** has cost **you**. This **policy** booklet and **your Schedule of Insurance** make up **your** contract of insurance. **You** will need to read both to fully understand what is and what is not covered.

DEFINITIONS

Any word or expression that has a specific meaning is shown in bold and has the same meaning throughout this **policy**.

Activity Group

Means the activities that **your horse** is used and insured for. The activities are detailed in the Activity Group table (see page 3) and the activity group **you** have selected to insure **your horse** for is shown on **your Schedule of Insurance**.

Additional Exclusion(s)

These are additional exclusion(s) to **your policy** and **we** will not pay any costs for any **illness or injury** that is stated in the exclusion letter, if one was issued to **you**, when **your policy** first started.

Approved Farrier

A person who is registered on the Irish Farriers Register.

Bilateral Disorder

Means any medical disorder that can affect parts of **your horse's** body that it has one of on each side of its body, including ears, eyes, knees, front and back legs and feet, suspensory ligaments, hips, shoulders and elbows.

Clinical Sign(s)

Changes to **your horse's** normal healthy state, its physical appearance, its bodily functions or behaviour.

Co-Insurance

The percentage shown on **your Schedule of Insurance**. This is the percentage that **you** must pay towards the cost of:

- **veterinary treatment,**
 - **complementary treatment,**
- received during each **period of insurance**.

We calculate the percentage amount on the amount left after the **fixed excess** is deducted.

Complementary Treatment

Means:

- Veterinary Physiotherapy (including Laser Therapy, Pulsed Magnetic Field Therapy, Shock Wave Therapy and Light Therapy) carried out by a **vet** or a member of a veterinary practice supervised by a **vet**.
- Veterinary Physiotherapy (including Laser Therapy, Pulsed Magnetic Field Therapy, Shock Wave Therapy and Light Therapy), osteopathy, chiropractic treatment recommended by a **vet**.

- Acupuncture carried out by a **vet**.
- Hydrotherapy recommended by a **vet** and provided by a member of a veterinary practice supervised by a **vet** or a qualified equine hydrotherapist who is a member of the Institute of Equine Hydrotherapists (IEH).
- Herbal medicine
- Any consultation fee to administer any of the above.
- Any costs for a general anaesthetic or sedation given to administer any of the above.

Cooling Off Period

The 14 days after:

- the date **your policy** first started; or,
- the date **you** received **your first policy** booklet and **Schedule of Insurance** after **your policy** first started; or,
- the renewal date of **your policy**.

Fixed Excess

The amount specified on **your Schedule of Insurance**. This is the fixed amount **you** pay towards **veterinary treatment** and **complementary treatment**, received during each **period of insurance**.

The fixed amount is applied once per **period of insurance** for the **veterinary treatment your horse** receives. When **your horse** receives **veterinary treatment** or **complementary treatment** that carries on into the next **period of insurance** and any more periods of insurance, the fixed amount applies to the treatment and therapy **your horse** receives in each **period of insurance** and **you** must pay two or more **fixed excess**, one for each **period of insurance**.

Illness

Any change to **your horse's** normal healthy state; sickness, disease, **bilateral disorder**, defects and abnormalities, including defects and abnormalities **your horse** was born with or which were passed on by its parents.

Illness in the First 14 Days

- An **illness** that first showed **clinical signs** in the first 14 days after **your policy** started; or,
- an **illness** that is the same as, or has the same diagnosis or **clinical signs** as an **illness** or **clinical sign your horse** had in the first 14 days after **your policy** started; or,
- an **illness** that is caused by, relates to, or results from, an **illness** or **clinical sign your horse** had in the first 14 days after **your policy** started;

even if the **illness** or **clinical sign(s)** appear or happen in, or on, different parts of **your horse's** body.

Injury(ies)

Instant physical damage or trauma caused by an accident. Not any physical damage or trauma that happens over a length of time.

Insurer

Agria Petinsure policies are underwritten by Försäkringsaktiebolaget Agria (publ). Försäkringsaktiebolaget Agria (publ), trading as Agria Petinsure, is authorised by Finansinspektionen in Sweden and is regulated by the Central Bank of Ireland for conduct of business rules.

Loan

Where a person who is not the owner of the horse has an agreement to be responsible for the horse's stabling, upkeep, health and wellbeing.

Market Value

The price generally paid for a horse of the same age, breed, bloodline, sex and ability as **your horse** immediately before the **injury** happened or the **illness** first showed **clinical signs**.

Maximum Benefit

The amount shown in the Your Cover section of **your Schedule of Insurance** as the most **we** will pay under each **policy** section for each incident or **period of insurance**.

Period of Insurance

The time **your policy** lasts, as specified on **your Schedule of Insurance**.

Policy

Your policy booklet and **Schedule of Insurance** which make up **your** insurance contract.

Pre-existing Illness or Injury

- An **injury** that happened, or an **illness** that first showed **clinical signs** before **your policy** started; or,
- an **injury** or **illness** that is the same as, or has the same diagnosis or **clinical signs** as an **injury, illness** or **clinical sign your horse** had before **your policy** started; or,
- an **injury** or **illness** that is caused by, relates to, or results from, an **injury, illness** or **clinical sign your horse** had before **your policy** started; no matter where the **injury, illness** or **clinical sign(s)** are noticed or happen in, or on, **your horse's** body.

Prosthesis

An artificial body part or implant, other than rods, screws and plates.

Schedule of Insurance

The document showing **your** details and **your horse's** details, the cover **you** have chosen, the amount **you** pay towards a claim (the excess), the dates of **your policy** and anything extra not covered by **your policy**. This document is part of **your** insurance **policy**.

LAW APPLICABLE TO THIS POLICY

Your policy is governed by Irish Law unless **you** and **we** have agreed otherwise.

Sum Insured

The amount selected by **you** that **we** have accepted as the most **we** will pay, as shown on **your Schedule of Insurance**.

Ireland/Irish

Means the Republic of Ireland.

Veterinary Treatment

Means any examinations, consultations, advice, tests, diagnostic tests or scans, prescribed medication, bandages, surgery, hospitalisation, nursing and care carried out by a **vet** or a member of a veterinary practice supervised by a **vet**.

Vet('s)/Vets

A person registered with the Veterinary Council of Ireland (VCI).

We/Us/Our

Försäkringsaktiebolaget Agria (publ), c/o Agria Petinsure, PO Box 911, Little Island, Cork, T45 HP92 Ireland.

You/Your

The policyholder named on your **Schedule of Insurance** and any secondary policyholder you choose to add to your policy.

Your Horse('s)

The horse shown on **your Schedule of Insurance**.

SECTION 1. VETERINARY FEES

We will pay

The cost of:

- Veterinary treatment your horse** receives during the **period of insurance** for an **illness** or **injury**. **Your horse** must show **clinical signs** of an **illness** or **injury** at the time of **your vet's** visit. Cover for the conditions and/or treatments listed below are subject to the restrictions and/or criteria specified.
 - Lameness, movement disorders and back pain.
 - Precautionary requirements:
 - Your horse** must be given sufficient rest.
 - Dentistry
 - Root tip abscess:
 - Up to the **maximum benefit** for the examination and treatment of root abscess.
 - Tooth fracture:
 - Up to €450 per **period of insurance** for a tooth fracture involving the tooth root.

The damaged or affected tooth must not be affected by caries, chronic infection of the oral cavity or by feed packing.

 - Farriery and remedial shoes
 - Up to the **maximum benefit** for farriery and remedial shoes if the treatment is for laminitis, a coffin bone fracture, a coffin bone fissure, hoof wall separation, abscess, perforation, hoof cracks/keratoma, or traumatic hoof **injuries**.
 - Farriery and remedial shoes must have been carried out at a horse clinic or if **your vet** referred the work to an **approved farrier** in the field. The referral must be included with the claim report.
 - Correction of crooked leg(s) in foals up to the **maximum benefit**.
 - Magnetic Resonance Imaging (MRI) and Computerised Tomography (CT) scans
 - The scan must be approved by **us** before it is carried out.
 - Osteochondrosis and bone/cartilage fragments
 - The following condition must be met to be covered for **veterinary treatment**:
 - A **vet** must determine that the osteochondrosis and bone/cartilage fragments caused **clinical signs** of an **illness** or **injury** in **your horse**.
- Euthanasia and disposal of **your horse** up to €500 if **your horse** is euthanised due to an **illness** or **injury** covered by **your policy**. A **vet** must certify that **your horse** had to be euthanised.
 - Medication that **your vet** orders, sells or prescribes in connection with examining or treating **your horse**.
 - Complementary Treatment** up to €1,000 per **period of insurance** provided it started no later than 30 days after the last **veterinary treatment**, unless advised otherwise by a **vet**.
 - Vet's** travel expenses up to €125 per visit for a **vet** to examine or treat **your horse**.

The amounts for euthanasia and disposal, medication, **complementary treatment** and **vet's** travel expenses are all included in the **maximum benefit** for this **policy** section.

We will not pay

- The **fixed excess** and **co-insurance** percentage shown on **your Schedule of Insurance**. These do not apply to the costs of euthanasia or disposal.
- Costs resulting from a **pre-existing illness or injury**.
- Costs resulting from an **illness in the first 14 days** of **your policy**. This does not apply to:
 - Acute colic
 - Shipping fever/pleuropneumonia
 - Pneumonia
 - the first 14 days of the second or subsequent consecutive **period of insurance**.
- Any costs resulting from any **Additional Exclusion(s)**
- The cost of **veterinary treatment** received when the **policy** is not in force.
- More than the **maximum benefit** for this **policy** section.
- Any costs for **veterinary treatment** for an **illness** or **injury** that has been ongoing for more than 12 months from the first **clinical signs**, unless a diagnosis has been made.
- Costs for and resulting from:
 - Preventive **veterinary treatment**.
 - Veterinary treatment** you choose to have carried out that does not treat an **illness** or **injury**.
 - Post mortem examinations.
 - Routine examinations, routine tests, routine treatment for **your horse's** general wellbeing and tests to investigate the general health of **your horse**.
 - Routine castration, other than the costs of **veterinary treatment** for complications arising from this procedure.
 - Vaccinations, other than the costs of **veterinary treatment** for adverse reactions arising from the vaccinations.
 - Removing retained testes unless **your horse** was less than 18 months old when it was first insured with **us** and cover has continued in an unbroken series of periods of insurance.
 - Routine blood tests and urine tests.
 - Heart screening, blood or urine tests before a general anaesthetic or sedation if **your horse's** age, medical history, or **clinical signs** immediately before this is carried out do not suggest it has an identifiable and significant risk from the general anaesthetic or sedation.

- Samples taken to analyse and determine antibodies or antibody titres.
 - Sharps containers or bins.
9. Any costs if **your horse** suffers an **injury** that:
 - happened while participating in, or
 - is related in any way to participating in an activity that is not included in the **activity group** shown on **your Schedule of Insurance**.
 10. The cost of any hydrotherapy session if it is performed to help **your horse** lose weight.
 11. Any costs related to dental or gum **illness** other than that listed in We will pay Point 1.
 12. Any costs for the removal of wolf teeth, other than the costs of **veterinary treatment** for complications arising from this procedure.
 13. Any costs for farriery and remedial shoes other than that listed in We will pay Point 1.
 14. Any costs for **complementary treatment** that are not recommended by a **vet** and are not carried out under the direction of a **vet**.
 15. Any costs for or resulting from behavioural disorders, temperament issues, hypersexuality or stereotypical behaviours.
 16. Any costs for:
 - Matrix Energy Field Therapy
 - Reiki massage
 - Faith healing
 - Homeopathic medicine.
 17. Costs for or resulting from:
 - Transplants.
 - The cost of any **prosthesis**, including any **veterinary treatment** needed to fit the **prosthesis**.
 - Experimental **veterinary treatment**.
 18. Any costs for or relating to the production of a 3D printed model which is used for the planning of **your horse's** surgery.
 19. The cost of:
 - **Your horse's** stay, including any costs for examinations unless it is **veterinary treatment** which can only be given at a veterinary hospital.
 - Application of topical medication or injections to **your horse**, other than those that should only be administered by a **vet** or a member of a veterinary practice.
 - Transporting **your horse** to a veterinary practice between veterinary practices or to move **your horse** within a veterinary practice.
 - Moving, transporting, bathing, hospitalisation, boarding fees and travel expenses caused by or resulting from **your horse's** weight or **your** personal circumstances.
 20. The cost of any additional **veterinary treatment** required because **you** are unable to administer medication due to **your** personal circumstances.
 21. The cost of prescribed medication purchased from an online retailer unless **you** have a valid prescription from a **vet**.
 22. Any costs for treatment that is of a non-veterinary nature which **you** could carry out, except where a **vet** confirms that this must be performed by a **vet** or a member of a veterinary practice, for example controlled exercise and using horse-walkers.
 23. Costs to euthanise or dispose of **your horse** if:
 - A **vet** can treat it and it is humane to keep it alive.
 - It is euthanised because it is aggressive unless an **illness** or **injury** covered by this **policy** section causes it to be aggressive.
 - **Your horse's** condition did not meet the current IEVA Advice for the Destruction of Horses.
 24. The costs to:
 - Fill in and send a claim form.
 - Refer **your horse** to another veterinary practice.
 - Admit **your horse** to a veterinary practice.
 and the cost of:
 - Postage, packaging, importing medication and using a courier.
 - Obtaining urgent laboratory and/or diagnostic tests when **your horse** is not immediately at risk from a life-threatening **illness**.
 25. The cost of out of hours fees unless an **illness** or **injury**:
 - happens or shows the first **clinical signs**; or
 - significantly deteriorates, after 6 pm and before 8 am, during a weekend or during a bank holiday.
 26. Additional fees for fitting **your horse** into the working schedule of a veterinary practice between the hours of 8 am and 6 pm on a Monday to Friday, excluding Bank Holidays.
 27. **Vet's** administration costs and other charges a **vet** makes for things that do not directly involve the **vet's** expertise in

treating an **illness** or **injury**.

28. The cost of housing, including bedding needed for the **veterinary treatment** or wellbeing of **your horse**.
29. Any costs for hiring or purchasing equipment or machinery.
30. Any costs for stabling, livery, grazing, feeding or the general caring of **your horse**.
31. Any costs resulting from anything related to Breeding or Fertility risks.
32. **Veterinary treatment** or **complementary treatment** received outside **Ireland** or in Northern Ireland.

Conditions applicable to Vet Fees

1. What **you** must do:
 - a. If **you** decide to seek a second opinion as **you** are dissatisfied with the **veterinary treatment** or diagnosis provided by **your vet**, **we** will not help with any costs in relation to the second opinion if the same diagnosis is made.
 - b. **You** are responsible to ensure that **your vet** is paid within their stated time frame.
 - **We** will deduct any additional charge(s) incurred for late payment from **your** claim settlement if they are added to the **veterinary treatment** costs.
 - If a discount is provided for prompt payment by the **vet** or therapist, **you** must pay them in the qualifying period. **We** will deduct the amount of the discount that would have been applied from **your** claim payment, if **you** do not pay the **vet** or therapist in this time.
2. What **we** may do:
 - **We** may require **our vet** to be involved in the treatment of **your horse**:
 - **We** may ask **our vet** to review **your horse's** medical history and if **we** do **you** must arrange for **our vet** to examine **your horse**.
 - **We** may require for **your horse's veterinary treatment** to be agreed by both **our vet** and **your vet** before it is performed.

We will tell **you** if the above is required, which will then apply, from that time, to any ongoing and future **veterinary treatment**, unless **we** advise **you** otherwise.
3. Purchases not made from a **vet**:

A **vet** must confirm:

 - that the purchases are necessary to treat the **illness** or **injury**, and
 - the quantities required to treat the **illness** or **injury**,

in order for **you** to claim for them.

How to Claim

1. Please make sure that **you** comply with the "Claims Conditions" and "How to Claim" conditions on page 16.
2. Follow the instructions on the "Make A Claim" section of **our** website.
3. If it is more convenient, **your vet** agrees and **we** agree, **we** can make payments directly to **your vet**. This can be indicated when a claim is made.
4. If **you** submit a claim **you** must tell **us** whether to pay **you** or **your vet**. If a claim is submitted by **your vet**, **you** accept that **we** will pay who **your vet** has indicated.
5. If **your horse** receives **veterinary treatment** or **complementary treatment** in Northern Ireland:
 - **You** must pay the veterinary surgeon at the time of treatment and obtain an itemised receipt with the name and address of the veterinary practice on it.
 - Send **us** an email or letter with **your** receipt explaining what was wrong with **your horse**, what treatment it had and the dates it received treatment.
 - Claim payments are made directly to **you** in Euro at the current rate of exchange.
6. If **you** claim for medication bought on the internet, from a chemist or from a pharmacy **you** must provide a copy of the prescription from **your vet** and the purchase receipt.

SECTION 2. DEATH AND THEFT OR STRAYING

Sections 2a and 2b only apply if **you** chose them and they are shown in the Your Cover section of **your Schedule of Insurance**.

SECTION 2A. DEATH FROM ILLNESS OR INJURY

We will pay

The **sum insured** (or **market value**, whichever is less), up to the **maximum benefit** for this **policy** section if **your horse** dies or is euthanised by a **vet** during the **period of insurance** as a result of an **illness** that first shows **clinical signs** or **injury** that happens during the current or a previous consecutive **period of insurance**. The **illness** or **injury** must be so serious that it would be inhumane, even with the provision of **veterinary treatment** or continuing care, to keep **your horse** alive. If **your horse** is euthanised its condition must have met the current IEVA Advice for the Destruction of Horses.

We will not pay

1. Any costs if **your horse** is euthanised and its condition did not meet the Irish Equine Veterinary Association (IEVA) Advice for the Destruction of Horses.
2. If **your horse** dies from a **pre-existing illness** or **injury**.
3. If **your horse** dies as a result of an **illness** in the **first 14 days** of **your policy**. This does not apply to:

- Acute colic
 - Shipping fever/pleuropneumonia
 - Pneumonia
 - the first 14 days of the second or subsequent consecutive **period of insurance**.
4. Any costs resulting from any **Additional Exclusion(s)**
 5. Any costs if **you** do not tell **us** about **your** or **your vet's** decision to euthanise **your horse** prior to it being performed, unless **your horse** was suffering to such an extent that **your vet** believed that immediate euthanasia was necessary and that there was no time for **you** to tell **us**.
 6. If **your horse** dies from or as a result of pregnancy and giving birth.
 7. Any costs for the death of an unborn foal, embryo or foetus.
 8. If a **vet** can treat **your horse** and it is humane to keep it alive.
 9. If **your horse** is euthanised because it is aggressive unless an **illness** or **injury** covered by this insurance caused the aggression.
 10. If **your horse** is euthanised due to a behavioural disorder, temperament issue, hypersexuality or stereotypical behaviours.
 11. Any costs if **your horse** dies or has to be euthanised as a result of medication that was not administered by a **vet** or under the direction/supervision of a **vet**.
 12. Any costs if **your horse** dies or has to be euthanised as a result of an **illness** or **injury** that:
 - happened while participating in, or
 - is related in any way to participating in, an activity that is not included in the **activity group** shown on **your Schedule of Insurance**.
 13. Any amount unless **your vet** certifies that **your horse** is dead.
 14. Any amount if **you** have **your horse** on **loan**.
 15. If **your horse** dies as a result of extremes of temperature from being left unattended in a horse box or trailer.

Conditions applicable to Death from Illness or Injury

1. Post-Mortem examination
You must allow a post-mortem to be performed on **your horse** if it died or was euthanised if the underlying cause of **illness** or **injury** was unable to be determined. **You** will not require to have a post-mortem performed on **your horse** if **we** grant an exception. **You** must contact **our vet** or the claims handler for an assessment. The costs for performing the post-mortem and for transport to the post-mortem are reimbursed when the post-mortem examination has been requested by **us**.
2. Identification:
 If **your horse** does not need to undergo a post-mortem, **you** must have a **vet** certify in writing that they have seen and identified the dead horse. The certificate must contain a description of the claim incident, details of the horse's name, breed and colour, as well its chip, registration or ID number.
3. **Sum insured:**
 - a. **You** can increase the **sum insured** of **your horse** at any time. **We** may require a new Vetting Certificate and evidence to support the value of **your horse**. **Your** premium may increase and restrictions to cover may apply.
 - b. The **sum insured** is reduced by 20% per **period of insurance** to a minimum of €500, from the first renewal of the **policy** after **your horse** reaches 16 years of age.
4. Condition of **your horse:**
 - a. **Your horse's** condition must have met the IEVA Advice for the Destruction of Horses to claim for euthanasia under this **policy**. **We** recommend that **you** contact **your vet** to establish whether **your horse's** condition meets the required criteria to submit a claim under this **policy**. The exception to this is if **your horse** needs to be euthanised immediately.
 - b. If there is a disagreement between **your vet** and **our vet** as to whether **your horse's** condition meets/met the IEVA Advice for the Destruction of Horses, **we** will appoint an independent **vet**, agreed by **you**, to arbitrate and **you** and **we** agree to accept the independent **vet's** decision. **We** will pay the costs for this.
5. What **you** must do:
 - a. If a decision is made to euthanise **your horse**, **you** must contact **us** before it is carried out, as **we** and/or **our vet** may need to discuss the decision with **your vet** prior to **us** confirming that **you** can make a claim. The only exception to this is if **your vet** believes that **your horse** needs to be euthanised immediately due to its level of pain.
6. What **we** may do:
 - a. **We** may refer **your horse's** medical history to a **vet** of **our** choosing and **you** must arrange for **your horse** to be examined by the chosen **vet**, if **we** request it. **We** will pay the costs for this.
 - b. **We** will not pay any claim until **we** receive **your horse's** passport or purchase receipt, which shows **you** as the owner.
 - c. If **we** have already paid **you** a claim settlement under Section 3. Loss of Use, **we** will deduct this amount from **your** claim.
 - d. If **we** pay a claim under this section, **we** will cancel **your policy** effective from the day after **your horse's** death.

How to Claim

1. Please make sure that **you** comply with the "Claims Conditions" and "How to Claim" conditions specified on page 16.
2. Follow the instructions on the "Make A Claim" section of **our** website, or send **us** an email or letter explaining what **you** are claiming for, confirmation from **your vet** of **your horse's** death, along with the required documents:

Required Documents

- **Your horse's** purchase receipt.
- Evidence to support the current value of **your horse**.

Additional documents that may be requested to assess **your** claim:

- A copy of **your horse's** Passport, including the identification and vaccination pages.
- A record of where the money to pay for **your horse** came from.

SECTION 2B. THEFT OR STRAYING

We will pay

If **your horse** is stolen or goes missing during the **period of insurance** we will pay the **sum insured** or **market value** (whichever is less) of **your horse** up to the amount declared on **your Schedule of Insurance**.

We will not pay

Any amount if:

1. **Your horse** has been missing for less than 45 days.
2. **You** do not notify the police if **your horse** is stolen as soon as **you** are aware that **your horse** is missing.
3. **You** do not notify **us** within seven days of **you** being aware that **your horse** is missing.
4. **You** do not provide evidence to support that **you** have made reasonable attempts to make the equine community aware that **your horse** is missing. This includes but is not limited to posts on social media, online forums and notification to allied professionals.
5. **You** do not report **your horse** is stolen or has gone missing to **your vet** and other local **vets**.
6. **Your horse** is stolen or goes missing in the first 14 days after **your policy** started (this does not apply to the first 14 days of the second or subsequent consecutive **period of insurance**).
7. **Your horse** is taken by someone to obtain a ransom payment from **you**.
8. The person looking after **your horse** parted with it freely.
9. An employee's dishonesty caused the loss or theft of **your horse**.
10. **Your horse** is left in an unsupervised vehicle.
11. Any amount if you have **your horse** on **loan**.
12. **You** cannot provide at least two of the following:
 - If **your horse** is stolen, evidence that **you** have reported the theft to the police.
 - Evidence to support that **you** have made reasonable attempts to make the equine community aware that **your horse** is missing. This includes but is not limited to posts on social media, online forums and notification to allied professionals.
 - Evidence that **you** reported **your horse** missing to **your vet** and other local **vets**.
 - A copy of **your horse's** passport, including the identification and vaccination pages.
 - Evidence to support the current value of **your horse**.
13. **You** cannot provide **us** with **your horse's** microchip number.

Conditions applicable to Theft and Straying

1. **Sum insured:**
 - a. **You** can increase the **sum insured** of **your horse** at any time. **We** may require a new Vetting Certificate and evidence to support the value of **your horse**. **Your** premium may increase and restrictions to cover may apply.
 - b. The **sum insured** is reduced by 20% per **period of insurance** to a minimum of €500, from the first renewal of the **policy** after **your horse** reaches 16 years of age.
2. What **you** must do:

If **your horse** is found or recovered **you** must repay the amount **we** have paid **you** for **your horse**.
3. What **we** will do:
 - a. If **we** have already paid **you** a claim settlement under Section 3. Loss of Use, **we** will deduct this amount from **your** claim.
 - b. If **we** pay a claim under this section, **we** will cancel **your policy** effective from the day **your horse** went missing.

How to Claim

1. Please make sure that **you** comply with the "Claims Conditions" and "How to Claim" conditions specified on page 16.
2. After 45 days follow the instructions on the "Make A Claim" section of **our** website, or send **us** an email or letter explaining what **you** are claiming for and the date **your horse** went missing or was stolen, along with the required documents:

Required Documents

- If **your horse** is stolen, evidence that **you** have reported the theft to the police.

- Evidence to support that **you** have made reasonable attempts to make the equine community aware that **your horse** is missing.
- Evidence that **you** reported **your horse** missing to **your vet** and other local **vets**.
- A copy of **your horse's** passport, including the identification and vaccination pages.
- Evidence to support the current value of **your horse**.

Additional documents that may be requested to assess **your claim**:

- **Your horse's** purchase receipt.
- A record of where the money to pay for **your horse** came from.
- **Your horse's** clinical history.
- **Your horse's** vaccination records.
- A photograph of **you** and **your horse**.

SECTION 3. LOSS OF USE

Section 3 only applies if **you** have also chosen Section 2. Death and Theft or Straying and they are shown in the Your Cover section of **your Schedule of Insurance**.

We will pay

Up to 90% of the **sum insured** to a maximum of €25,000 (or 90% of the **market value**, whichever is less) if **your horse** develops an **illness** or suffers an **injury** that is so serious that it can permanently only perform the activities listed in **activity group** one. The **illness** or **injury** must be so severe that even the provision of **veterinary treatment** or continuing care would not restore **your horse's** ability.

You must then arrange for **your horse** to have the loss of use freeze mark after **we** have advised **you** about the compensation. **You** must also make a written undertaking that **you** will not use **your horse** in training or competition, or allow anyone else do so. **You** must inform any new owner about the agreement made with **us**, if the owner of **your horse** changes.

We will not pay

1. More than 90% of the **sum insured**.
2. Any amount if **your vet** and **our vet** do not agree that **your horse** can permanently only perform the activities listed in **activity group** one.
3. If the loss of use is caused by a **pre-existing illness or injury**.
4. If the loss of use results from an **illness in the first 14 days of your policy**. This does not apply to:
 - Acute colic
 - Shipping fever/pleuropneumonia
 - Pneumonia
 - the first 14 days of the second or subsequent consecutive **period of insurance**.
5. Any costs resulting from any **Additional Exclusion(s)**.
6. Any amount if **your horse** has never engaged in, or been trained to do, the activity it now cannot participate in.
7. Any amount if the loss of use is caused by an **illness or injury** that:
 - happened while engaged in, or
 - is related in any way to engaging in, an activity which is not included in the **activity group** shown on **your Schedule of Insurance**.
8. Any amount if **your horse** is not allowed to take part in any competition because of any blemish or scar or any regulations about horses that have had a Hobday operation or any other operation for a respiratory system disorder.
9. Any amount unless the **illness or injury** prevents **your horse** from physically taking part in an activity.
10. Any costs for the lack or loss of breeding suitability.
11. Any costs for the unsuitability for use on breeding hygiene grounds.
12. Any amount if **you** have **your horse on loan**.
13. If **we** have paid a claim under this **policy** section, **we** will not pay any further costs for loss of use and cover under this section will cease from the date of the claim payment.

Conditions applicable to Loss of Use

1. Sum Insured

You can increase the **sum insured** of **your horse** at any time. **We** may require a new Vetting Certificate and evidence to support the value of **your horse**. **Your** premium may increase and restrictions to cover may apply.

2. What **you** must do:

Upon the agreed settlement of **your claim**, **you** must arrange for **your horse** to have the loss of use freeze mark placed on it. **We** will make the payment to the freeze mark company directly, but the cost of this will be deducted from **your claim** settlement. **We** will not make any claim payment until **we** have received confirmation that the freeze mark has been performed. **We** will not require the placement of a freeze mark if **you** decide to euthanise **your horse**, but **we** will require confirmation from a **vet** that **your horse** has been euthanised before **we** issue the claim payment.

3. What **we** will do:

- a At the first renewal after **your horse** turns 17 years of age, Section 3. Loss of Use will be removed from **your policy**

and all cover under this section will cease.

b. **We** will not pay any claim until **we** receive **your horse's** passport or purchase receipt, which shows **you** as the owner.

c. **We** reserve the right to refer **your** claim to **our** Equine Veterinary Advisor, if **we** feel this is necessary during the assessment of **your** claim.

4. Veterinary evidence:

a. If **your vet** believes that **your horse** can permanently only perform the activities listed in **activity group one**, **you** must send **us** a report from **your vet** which provides details of **your horse's illness or injury** and their reasons for their belief.

b. Both **our vet** and **your vet** must agree that **your horse** can permanently only perform the activities listed in **activity group one**. If they disagree **we** will appoint an independent **vet**, agreed by **you**, to review **your** case and/or examine **your horse** and **you** and **we** agree to accept the independent **vet's** opinion. **We** will pay the costs for this.

5. Ownership of **your horse** in the event of a paid claim:

If **we** pay a claim under this **policy** section it does not mean that ownership of **your horse** is transferred to **us**. **You** will still remain the owner of **your horse**.

How to Claim

1. Please make sure that **you** comply with the "Claims Conditions" and "How to Claim" conditions specified on page 16.
2. Follow the instructions on the "Make A Claim" section of **our** website, or send **us** an email or letter explaining what **you** are claiming for, along with the required documents:

Required documents

- Full history from all treating **vets**.
- All diagnostic imaging and report(s), including but not limited to Magnetic Resonance Imaging (MRI) scans, Radiographs, Computerised Tomography (CT) scans and Scintigraphy.
- A veterinary report from the treating **vet** describing your **horse's clinical signs**, diagnoses, **veterinary treatment**, prognosis and reasons why they believe **your horse** can permanently only perform the activities listed in **activity group one**.
- A copy of **your horse's** Passport, including the identification and vaccination pages.
- Evidence to support the current value of **your horse**.

Additional documents that may be requested to assess **your** claim:

- **Your horse's** purchase receipt.
- A record of where the money to pay for **your horse** came from.

GENERAL EXCLUSIONS

We will not provide cover under any **policy** section for, connected to or resulting from:

1. **Your horse** being less than 30 days old when **you** take out the **policy**.
2. Anything that happens outside the Territorial Limits.
3. A criminal court case.
4. Any fines, penalties or compensation that a court requires **you** to pay.
5. **You** behaving or acting in an unlawful manner.
6. War, invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection or military or usurped power.
7. Any act of force or violence, including:
 - biological, chemical and/or nuclear force or contamination, or;
 - the threat of biological, chemical and/or nuclear force or contamination, by anyone:
 - acting alone, or;
 - acting for any organisation(s) or government(s), or;
 - connected with any organisation(s) or government(s), carried out:
 - for political, religious, ideological or similar reasons, or;
 - to influence any government(s), or;
 - to put any section of the public in fear.
8. Ionising radiations or contamination by radioactivity from:
 - any nuclear fuel.
 - any nuclear waste.
 - the combustion of nuclear fuel.
9. The radioactive, toxic, explosive or other hazardous properties of any nuclear installation or part of any nuclear installation.
10. **Your horse** if it is euthanised following an order by a Government, local authority or any person who has the legal authority to make the order.
11. A deliberate act by **you**, a member of **your** family, someone who works for **you**, someone who lives with **you**, or the person who was looking after **your horse**.
12. A claim covered by any other insurance, other than **our** proportional share.

13. **You** not complying with the **Irish** animal health and animal import legislation.
14. Any costs for or resulting from a disease, including Rabies that the Department of Agriculture, Food and the Marine (DAFM) require notification of.
15. If **your horse** was purchased from a vendor operating outside of the animal licensing requirements.
16. When **you** are no longer the owner of **your horse**.
17. The use of **your horse** for racing, including point-to-point, under Irish Horseracing Regulatory Board rules.
18. The use of **your horse** for Flapping.
19. Pressure waves of any aircraft or spacecraft travelling at sonic or supersonic speed.
20. Cyber risks, including:
 - the use or misuse of the internet or similar facility;
 - any electronic transmission of data or other information;
 - any computer virus or similar problem.

GENERAL CONDITIONS

If **you** do not comply with conditions 1 to 3 **your policy** will stop immediately or **we** may treat it as not being valid from when it started. If **your policy** stops **we** will write to **you** at the address shown on **your** latest **Schedule of Insurance** and tell **you** when it stopped.

1. **You** are aged 18 or over, are the owner of **your horse** or have **your horse** on **loan** and both **you** and **your horse** live in **Ireland**. If **you** move from the address on **your Schedule of Insurance**, are no longer the owner of **your horse**, have **your horse** on **loan** or have loaned it out, or **your horse** does not live in **Ireland** all the time, **you** must tell **us**. **You** accept that if **you** move address **your** premium may change from the date of the move.
2. When **you** arrange, change or renew this **policy** **you** must answer any questions **we** ask, honestly and to the best of **your** knowledge. If **your policy** is in joint names both policyholders accept either person can answer questions and both accept responsibility for the accuracy and honesty of the answers.
3. **You** must keep **your** premium payments up to date.

Conditions 4 to 12 explain how **you** must pay **your** premium, what happens if **you** or **we** cancel **your policy** and what happens if **you** do not keep **your** payments up to date.

4. This is an annual contract of insurance which means that **you** must pay the full premium amount for the full **period of insurance** in one payment or in monthly instalments, however, cancellation rights apply.
5. If after receiving **your Schedule of Insurance** and **policy** booklet, **you** decide that **you** would not like to proceed with the insurance, **you** can cancel **your policy** in the **cooling off period**. In this case, please contact **us** by telephone or in writing within this period and provided **you** have not made a claim, **we** will cancel **your policy** and refund **you** any premium paid for the **period of insurance**.
6. If **you** wish to cancel outside of the **cooling off period** and **you** pay by monthly instalments, **we** will not charge **you** any further payments. If **you** pay annually, **we** may provide **you** with a pro rata refund, based on any complete months of the remaining **period of insurance**. If a claim has been settled in respect of this **period of insurance**, **we** will not provide **you** with a refund and **you** must pay the remaining premium for the **period of insurance**. Or, **we** will deduct the rest of the instalments for the **period of insurance** and any outstanding instalments from any claim payment.
7. It is **your** responsibility to make sure **you** have sufficient funds in **your** bank/card issuer account and **your** bank/card issuer pays **your** full premium or instalments on time. It is not **our** responsibility to tell **you** that **you** have not made a payment.
8. If **your** bank/card issuer tells **us** that they cannot make **your** payment **we** will contact them again to request it and **we** will charge **you** for this extra administration. If **your** bank/card issuer makes a charge for processing **our** payment requests it is **your** responsibility to pay the amount.
9. If **you** do not make **your** payment on time, **you** must contact **us** within seven days of the date **you** should have paid the monthly instalment or the full premium to arrange payment. If payment has not been received within 28 days from the date **you** should have made the payment, **we** will cancel **your policy** from the due date.
10. If **you** pay by monthly instalments and during the **period of insurance** **you** do not pay three monthly instalments on time **we** may agree to continue **your** insurance. If **we** agree **you** must pay in one total payment:
 - an administration charge; and,
 - any outstanding instalments; and
 - the instalments for the rest of the **period of insurance**.
 This payment must reach **us** within 28 days of the date **you** should have paid the third missed instalment.
11. If **we** fail to request **your** payment, **you** must pay the missed payment(s) when asked.
12. If **you** wish to cancel **your policy** **you** can do this by emailing **us** at info@agriapetinsure.ie, telephoning **us** on 021 202 9119 or writing to **us** at:

Agria Petinsure
PO Box 911
Little Island, Cork
T45 YR96

You must comply with conditions 13 to 25 to have the full protection of **your policy**. If **you** do not comply, **we** may cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.

13. **Your horse** must have had a course of primary vaccinations and **you** must keep it vaccinated within manufacturer's

- guidelines against equine influenza and tetanus. If **you** do not keep **your horse** vaccinated **we** will not help **you** with any costs that result from an **illness you** must vaccinate it against.
14. A **vet** must supervise all vaccinations. Homeopathic nosodes are not acceptable as vaccines.
 15. **You** must follow the recommended worming programme for **your horse**, keeping a record of the dates **your horse** was worm egg counted and/or wormed, along with the wormer used. **We** will not help with any costs that result if **you** do not follow the worming programme.
 16. If **your horse** shows **clinical signs of an illness or injury**, **you** must arrange for it to be treated by a **vet** as soon as possible and follow any advice given. If **you** do not follow **your vet's** advice **we** will not help **you** with any costs for that **illness or injury**.
 17. **You** must take all reasonable precautions to maintain **your horse's** health, prevent the loss or theft of **your horse**, **injury or illness to your horse**, including following any instructions from a **vet** to reduce **your horse's** weight.
 18. **You** must take all reasonable precautions to prevent death or **injury** to another animal or person and damage to, or destruction of someone else's property.
 19. If a Vetting Certificate, Health Check or Clinical History is required **we** must receive this within 14 days of when **your policy** first started. The Vetting Certificate, or Health Check must be no older than 30 days from the start of **your policy**.
 20. **You** must ensure that the **activity group you** insure **your horse** for includes all the activities that **you** use **your horse** for. The **activity group your horse** is covered for is shown on **your Schedule of Insurance** and the activities it includes are listed in the Activity Group table on page 3. **We** will not help **you** with any costs for an **illness or injury** if:
 - **You** use **your horse** for an activity which is not covered by **your policy**, or
 - Is in any way related to **your horse** carrying out an activity that is not covered by **your policy**.
 21. **You** must ensure that **your horse** is only ridden by people who are experienced riders and who are able to ride it. They must only use **your horse** for the activities included in the **activity group you** have chosen, which is shown on **your Schedule of Insurance**.
 22. **You** must choose the **activity group** which includes all the activities that **you** use **your horse** for. If **your horse** is used for:
 - an activity that is not covered by **your policy**, or
 - is related in any way to an activity not covered by **your policy**,
 then, **we** will not help **you** with any costs that result for an **illness or injury**.
 23. **Your horse** must be insured for its current **market value** at all times. **You** must regularly review the **market value of your horse** to ensure that the **sum insured you** have chosen is adequate.
 24. **You** agree that **your** current or previous **vet** can give **us** information and records about **your horse** and if the **vet** charges **you** for this information **you** will have to pay.
 25. **You** agree that **we** can contact the breeder or previous owner of **your horse** and that they can release information or records about **your horse**.
- Conditions 26 to 36 explain the things that **you** can choose and **we** can do that can affect **your** insurance.
26. **We** may agree to issue this **policy** to two people as joint policyholders. If **we** do agree **we** will accept instructions to make any changes, payments, claims, cancellation or anything else to do with this **policy** from either person and both policyholders accept that the other person is also acting on their behalf.
 27. The amounts of **your fixed excess** and **co-insurance** cannot be reduced and they can only be increased at the renewal of **your policy**.
 28. **You** can only choose to have **policy** Section 2. Death and Theft or Straying, or **policy** Sections 2. Death and Theft or Straying and 3. Loss of Use at the start of **your** insurance and can only remove them at the renewal of **your policy**.
 29. If you are the owner of **your horse** and **your policy** has been transferred to **you** following the end of a **loan** agreement, **you** can choose to add **policy** Section 2. Death and Theft or Straying or **policy** Sections 2. Death and Theft or Straying and Section 3. Loss of Use to **your policy** within seven days of the transfer. Additional documentation will be required depending on the **sum insured** and age of **your horse**.
 30. **You** can only change to a lower **activity group** at the renewal of **your policy**.
 31. **You** can change to a higher **activity group** at any time.
 32. **You** can increase the **market value of your horse** at any time, but can only reduce it at the renewal of **your policy**.
 33. The **policy** is a series of yearly contracts of insurance with no guarantee that **we** will offer a new contract each year.
 34. If **we** offer to renew **your policy** **we** may change **your**; premium, **policy** terms, conditions, **fixed excess** and **co-insurance** and the monetary amount of cover under any section.
 35. If **we** hold valid payment details for **you** and **we** offer to renew **your policy** it will automatically renew. **You** accept that **we** will use the payment details **you** have previously given **us** to continue to take payment(s) from **your** bank account or credit/debit card. If **you** do not want **your policy** to automatically renew **you** must tell **us**.
 36. **We** do not tolerate any abusive, aggressive or inappropriate behaviour towards **our** staff and if **you** act in such a way **we** may cancel **your policy**.

TERRITORIAL LIMITS

This **policy** provides cover in **Ireland**. The **policy** also automatically extends to provide cover for **veterinary treatment** and **complementary treatment** that **your horse** receives in Northern Ireland.

CLAIMS CONDITIONS

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply, **we** may cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.

1. **You** must submit **your** claim by the end of the **period of insurance** or within six months from the first date of treatment, whichever is the later. If **you** do not submit **your** claim to **us** within this time frame **we** will not deal with **your** claim.
2. If **you** make a claim under this **policy** and another insurance also provides cover **you** must tell **us** the name and address of the other insurance company, the reference number and notify them about **your** claim. If **you** do not notify the other insurance company **we** will not help **you** with **your** claim.
3. **You** must give **us** all information that **we** reasonably ask for in connection with a claim, be available for interviews and cooperate with **us** or any one acting for **us**.
4. If **you** have any legal rights against any other person resulting from the circumstances that led to **your** claim, **we** may take legal action against them in **your** name at **our** expense. **You** must help **us** by providing any documents, written statements, names and addresses of people involved. **You** agree to go to court if necessary.
5. **You** agree that any **vet** can provide any information about **your horse** that is relevant to any claim. If the **vet** makes a charge for this **you** agree to accept the cost.
6. If there is a disagreement between **your vet** and **our vet**, **we** will appoint an independent **vet**, agreed by **you**, to arbitrate and **you** and **we** agree to accept the independent **vet's** decision.
7. When a **vet** or complementary therapist who has, or is about to treat **your horse** contacts **us** about **your policy** and **we** agree to give them information. **We** will tell them:
 - If **you** have a current **policy**.
 - The start and renewal date of **your policy**.
 - What **your policy** covers.
 - **Your fixed excess** and **co-insurance** amounts.
 - Information about how any outstanding premium payments could affect a claim payment.
8. **We** may use external claims investigators to help **us** deal with **your** claim which may delay the time it takes to process **your** claim.
9. **We** will not pay **your** claim if:
 - **Your** claim form is not correct and complete.
 - **We** do not have all the information needed to support **your** claim.
 - **We** are not sure **your** claim is valid.
 - Any legal action or other action is outstanding.
10. If **your policy** is in joint names **we** will accept a claim from either person and, if **we** agree, may make claim payments and premium refunds in line with either person's instructions.
11. If **we** make a payment that is later found to have been made in error, **you** must repay this to **us** when asked.
12. Unless **we** receive:
 - a full breakdown of the costs of **veterinary treatment your horse** is about to have; and,
 - **your horse's** full medical history,**we** cannot tell **you** on the telephone or by email if **your policy** covers a claim under the Veterinary Fees **policy** section either:
 - before **your horse** receives **veterinary treatment**; or,
 - after **your horse** receives **veterinary treatment** and before **you** make a claim.If **we** provide some information about a possible claim or what **your policy** covers, **you** accept that this does not mean **we** will pay **your** claim.
13. If **we** pay a claim for **veterinary treatment** or **complementary treatment** that **your horse** receives in Northern Ireland, then any claim payment will only be made in Euro.

HOW TO CLAIM

For claims regarding all sections.

1. **You** or **your vet** must always use a claim form to submit **your** claim unless the **policy** section says **you** can send an email or letter. **You** can download a claim form at **our** website at www.agriapetinsure.ie, **you** can email **us** at claims@agriapetinsure.ie or call **us** on 021 202 9119 to ask for a claim form.
2. **We** will need **your policy** number if **you** email or call **us**. Please note that calls may be monitored or recorded to assist with training and for quality control purposes.
3. **You** must follow the conditions applicable to and the "How to Claim" procedure shown in the section of cover that **you** are claiming under.
4. If **you** are unable to submit **your** claim online or by email, please send **your** completed claim form and supporting documents to:
Agria Petinsure
PO Box 911
Little Island, Cork
Ireland T45 TY96

FRAUD

We will investigate any activity that we suspect may be fraudulent. Fraud increases the premiums of all policyholders.

You must not act in a fraudulent manner. If you or anyone acting for you:

- Provide information when you take out this **policy** or renew it knowing the information is false or fraudulently exaggerated in any way; or,
- Have fraudulently arranged a free insurance that this **policy** continues from; or,
- Make a claim knowing it is false, dishonest or fraudulently exaggerated in any way; or,
- Make a statement or submit a document in support of a claim knowing it is false or incorrect in any way; or,
- Make a claim for anything you have done deliberately or deliberately allowed to happen; or,
- Make a claim that involves your dishonesty; or,
- Gives us reasonable grounds to suspect you have acted fraudulently or dishonestly.

Then we will:

- Not pay your claim or any other claims.
- Cancel any **policy** you have with us, either from the start or after giving you seven days' notice.
- Take legal action against you to recover the amount of any claims already paid.
- Tell the police and any other appropriate authorities.
- Refuse to offer further policies to you.

TERMS OF BUSINESS FÖRSÄKRINGSAKTIEBOLAGET AGRIA (PUBL), IRISH BRANCH

Who we are: Försäkringsaktiebolaget Agria (publ), Irish branch, is a branch of the Swedish insurer Försäkringsaktiebolaget Agria (publ) ("Agria"), and trading as Agria Petinsure (Registration No. 909907). Registered office: c/o Agria Petinsure, PO Box 911, Little Island, Cork, T45 YR96.

(Hereafter referred to as "Us" or "We").

Contact Details:

Correspondence Address: c/o Agria Petinsure, PO Box 911, Little Island,

Cork, T45 YR96.

Tel: 021 2029119

Email: info@agriapetinsure.ie

AUTHORISED STATUS

Försäkringsaktiebolaget Agria (publ) is regulated by the Swedish financial supervisory authority Finansinspektionen in Sweden and is regulated by the Central Bank of Ireland for conduct of business rules.

Försäkringsaktiebolaget Agria (publ), Irish branch, is registered with the Central Bank of Ireland (Registration Number C500114). You may contact the Central Bank of Ireland on (01) 4104000 or alternatively visit their website on www.centralbank.ie to verify our credentials.

SERVICES PROVIDED

Försäkringsaktiebolaget Agria (publ), Irish branch, is the underwriter of Agria Petinsure products. The policies are sold via Capstone Financial Services Ltd which is a wholly owned subsidiary to Agria. Agria will not provide advice on the products sold.

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 Privacy Statement and Data Protection Policy.

We would also like to keep you informed of insurance 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.

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

All complaints should be directed in writing to:

The Complaints Officer c/o Agria Petinsure

P.O. Box 911 Little Island, Cork
T45 YR96
or email: info@agriapetinsure.ie

OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore, in the first instance, please get in touch with your usual contact at [Agria Petinsure.ie](https://www.agriapetinsure.ie)/Capstone as your intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Many complaints can be resolved within 5 days of receipt. If we can resolve your complaint to your satisfaction within the first 5 business days of receipt, we will do so. Otherwise, we will keep you updated with the progress and will provide you with our decision as quickly as possible (and in any case within 40 business days).

NEXT STEPS IF YOU ARE STILL UNHAPPY

After receiving our final response or if we have been unable to conclude our investigation within 40 business days, you may be able to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial. We will provide full details of how to do this in our final response or holding letter.

The FSPO can be contacted as follows:

In Writing:

Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Tel: 1890 88 20 90 or 00353 1 567 7000
E-mail: info@fspoi.ie
Online: <https://www.fspoi.ie>

The FSPO may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first.

Following this complaint procedure does not affect your right to take legal action.

More information about the ombudsman and the type of complaints they can review is available via their website:

<https://www.fspoi.ie/>

THE INSURANCE COMPENSATION FUND

We are covered by the Insurance Compensation Fund (the ICF) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>.

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

In the Republic of Ireland, the law allows both you and us to choose the law applicable to this contract. The Policy Terms & Conditions subject to this contract will be subject to the law of the Republic of Ireland. The parties agree to submit to the exclusive jurisdiction of the Irish courts.

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.

AUTOMATIC RENEWAL POLICIES

Where you have given Us permission to auto-renew your policy, whether by direct-debit or card payment, We will notify you by your chosen correspondence method at least 20 working days before the renewal date of your policy and tell you about any changes to the premium, the policy terms and conditions, warranties or policy/cover restrictions relating to your pet(s).

We will collect the premium due on the renewal date or on the chosen payment date of your policy via the payment method already provided by you. If you do not want Us to auto-renew your policy please contact Us as soon as possible and in any event before your renewal date on one of the contact methods outlined above and We will cancel the renewal of the policy and no monies will be debited from your account, otherwise We will collect the renewal premium (this does not affect your Right of Withdrawal outlined below).

You should also note that your renewed policy will only be valid when your account, credit card or debit card details have not changed. The auto renewal service relies on your payment details still being valid. If the payment details have changed since We last billed you, you must contact Us to process the renewal over the phone. If you do not receive confirmation of your new policy, you must contact Us to confirm/renew cover. For the facilitation of the auto renewal service, We will assume that your details have not changed, and you have the permission of the card/account holder unless you inform Us otherwise.

RIGHT OF WITHDRAWAL

In all events, you have the right to withdraw from your policy during the "cooling-off period" without charge, provided you have not made a claim as follows:

1. From the initial inception date of your policy, you have the right to withdraw and receive a full refund of premium paid to Us if you notify Us within 21 days of the initial inception date of your policy.
2. From the renewal or automatic renewal date of your policy, you have the right to withdraw and receive a full refund of premium paid to Us if you notify Us within 14 days of the renewal date of your policy.

Withdrawal during the above cooling-off periods effectively means that no policy was ever in place for that policy year, and you may exercise this right by notifying Us using any of the contact methods outlined above. You are entitled to cancel your policy after the cooling-off period provided you have not made a claim. In this instance We will refund the unused portion of your premium less the applicable "Cancellation during policy year" fees as outlined in our Schedule of Fees and Charges below.

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.

REMUNERATION

We are not remunerated from services related to these Terms of Business.

INFORMATION ON CHARGES

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 of these Terms and Conditions is February 1, 2023

HOW WE PROCESS YOUR PERSONAL DATA

WE CARE ABOUT YOUR PRIVACY

This Privacy Notice is presented to you by Försäkringsaktiebolaget Agria (publ) (Agria) company registration number 516401-8003 Box 70306, 107 23 Stockholm, Sweden (we, us and our)

We are committed to protecting and respecting your privacy. This Privacy Notice tells you about your privacy rights and sets out how we, as a data controller, collect, share and use your personal data and about the rights you have when you enter into a contract with us, through any of our branches or through other means of contact between you and Agria, for example through online forms on our website, chat, paper applications or recorded telephone calls.

It is important that you take note of the information and please feel free to contact us- (further details in our Contact Us section below) if you have any questions. This Privacy Notice is being provided to you in line with our obligations under the General Data Protection Regulation (GDPR).

WHAT IS PERSONAL DATA?

Personal data means any piece of information that relates to an identified or identifiable living natural person. Examples of personal data include civic registration numbers, names, addresses, audio and video recordings and IP addresses. All forms of operation performed on personal data constitute personal data processing. Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

WHAT PERSONAL DATA DO WE COLLECT AND PROCESS ABOUT YOU?

We process personal data about you if you are a policyholder, insured, co-insured, payer, beneficiary, injured, pledgee, legal guardian, administrator, proxy holder, contact person or representative of a legal person, beneficial owner or website visitor.

Personal data can also be collected from a third party, including our subsidiaries Agria Vet Guide AB and Capstone Financial Services Ltd or from our other business partners such as veterinary clinics. In some cases, we may also obtain data from veterinaries or veterinary clinic staff but only for the purposes of settling a claim. In addition, we regularly collect personal data from publicly available sources, such as private and public records.

We will collect and process the following categories of personal data about you:

Personal data that we may collect directly from you when you use the services, enter into a contract with us or when you contact us for assistance:

- Identification Information: your name, address, civil status, date of birth, Personal Public Service Number;
- Contact Information: your address, e-mail address and phone number;
- Insurance Policy Information: your bank account and/or credit card information.
- Technical Information: such as your IP address, MAC addresses or equivalent;
- Correspondence Information: information that you may give us by corresponding with us by post, phone, e-mail;

You are not obliged to provide us with your personal data. However, if you do not, we will not be able to carry out the services you have requested of us

Personal data we may collect about you from third party sources

This personal data may include:

- Contact Information: your address, e-mail address and phone number;
- Insurance Policy Information: your bank account and/or credit card information; and
- Investigations Information: such information as we may require to investigate a claim.

WHO WE MAY SHARE YOUR PERSONAL DATA WITH

Agria will never sell your personal data. However, we will disclose your data to Agria Vet Guide AB and other companies, branches and associated entities within the Länsförsäkringar Alliance for statistical and marketing purposes and also to coordinate and enhance our advice and service to you. We may also disclose your data including to but not limited to the following:

- Insurance intermediaries and reinsurers, data storage providers, systems administrators and developers and suppliers of IT-infrastructure services; and
- payments processors, providers of archiving services, private detectives, barristers, third party experts, accountants, banks, financial and tax advisors or external auditors or any other third-party provider who assists us in the provision of our services to you.
- 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.

This may occur both within and outside of the EU and EEA. See further information about non-EU and EEA recipients below (section Transfer of personal data outside of EU/EEA).

Furthermore, your personal data will be transferred to public authorities if it is required by law. In the event of disputes and other procedures in order to establish, exercise or defend legal claims, your personal data may be transferred to courts, tribunals and opponents.

FOR WHICH PURPOSES DO WE PROCESS YOUR PERSONAL DATA?

We process your personal data for the following purposes and in accordance with the following legal bases:

Categories of Personal Data	Purposes of Processing	Legal Basis for Processing
<ul style="list-style-type: none"> • Identification Information • Contact Information • Insurance Policy Information • Correspondence Information 	<ul style="list-style-type: none"> • To provide you with the relevant service or product, or take other measures that you request during the contract period such as in connection with claim adjustments • To assist third parties process a claim under your insurance policy 	<ul style="list-style-type: none"> • To enter into and perform our contract with you. If you do not provide this personal data, then we may not be able to contract with you and provide you with our services
<ul style="list-style-type: none"> • Identification Information • Contact Information • Insurance Policy Information • Correspondence information • Investigations Information 	<ul style="list-style-type: none"> • Preventing, investigating and averting fraud • To screen personal data against sanction lists as required by law or official decisions by public authorities • To report to authorities, both Swedish, Irish and foreign 	<ul style="list-style-type: none"> • To comply with our obligations under law, such as the Swedish Money Laundering Act or the Swedish Financial Supervisory Authority's general guidelines and regulations or any equivalent authority in any other jurisdiction
<ul style="list-style-type: none"> • Identification Information • Contact Information • Insurance Policy Information • Correspondence information • Investigations Information • Technical Information 	<ul style="list-style-type: none"> • To collect, register and administer the necessary personal data required for the contract • To update information such as your registered address • Managing payments of insurance premiums • To settle insurance claims • To calculate premiums and fees • To answer your questions via our online forms, telephone or chat • to reinsure our insurance risks where applicable • To register the necessary information in order to provide a quote • To assess an application for e.g. an insurance • To collect, verify and register the necessary information in order to enter into contract 	<ul style="list-style-type: none"> • To enter into and perform our contract with you. If you do not provide this personal data, then we may not be able to contract with you and provide you with our services • In pursuit of our legitimate interests in communicating with you (to the extent that such legitimate interests are not overridden by your interests or fundamental rights and freedoms)
<ul style="list-style-type: none"> • Identification Information • Contact Information • Insurance Policy Information • Correspondence information • Investigations Information 	<ul style="list-style-type: none"> • To establish, exercise or defend legal claims, such as recourse claims 	<ul style="list-style-type: none"> • In pursuit of our legitimate interests in communicating with you (to the extent that such legitimate interests are not overridden by your interests or fundamental rights and freedoms)
<ul style="list-style-type: none"> • Identification Information • Contact Information • Insurance Policy Information • Investigations Information 	<ul style="list-style-type: none"> • In order to offer you customised products and services including: • Carrying out marketing activities such as direct marketing via e-mail and text messages • Marketing and customer analysis, in some cases including profiling • Carrying out customer surveys • Producing statistical data for our risk assessments and insurance products • To improve our products and services. • Developing and improving both existing and new products and services • Developing and testing our systems for managing our products and services in a secure and effective manner • Preventing Damages 	<ul style="list-style-type: none"> • In pursuit of our legitimate interests in communicating with you (to the extent that such legitimate interests are not overridden by your interests or fundamental rights and freedoms). • On the basis of your consent, where you've agreed (in accordance with local marketing regulations) to receive such marketing materials.

TRANSFER OF PERSONAL DATA OUTSIDE OF THE EU/EEA

Personal data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). If Agria transfers your personal data to a recipient outside of the EEA, for example when Agria engages with partners or service suppliers who process data on behalf of Agria, we will take appropriate mechanisms to safeguard your rights and freedoms to provide an adequate level of protection of personal data in respect of such third country data transfers.

Such mechanisms include the adequacy decision under Article 45 of the GDPR in respect of data transfers to the United Kingdom or entering into standard contractual clauses under Article 46.2 of the GDPR. 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.

HOW LONG DO WE STORE YOUR PERSONAL DATA?

In general we will only keep your personal data for as long as is necessary for the purpose for which it is collected and for a reasonable period of time thereafter. Where we process your personal data in connection with our performance of a contract with you, we will typically retain your personal data for as long as is necessary to fulfil our obligations to you under the terms of the contract plus a reasonable period of time thereafter.

In the case of insurance provision, we are required to hold your personal data for a period of 6 years post termination of our contract with you. Once we have determined that we no longer need to retain your personal data, we will delete it from our systems. However in relation to all personal data which we process, we may retain it for a longer period of time if we require it in relation to a legal claim or if we are required to retain it by applicable law/regulation.

PROFILING

Profiling means any form of automated processing of personal data that is used to evaluate certain personal aspects relating to a natural person, such as e.g. personal preferences, interests and location. Agria processes personal data for profiling for marketing purposes in order to be able to provide you with customised products and services. Profiling may also be used for determining premiums and automated decisions, as well as in order to prevent fraud.

DIRECT MARKETING

We may contact you by post, email and/or telephone about our services and other events involving or relating to our services which may be of interest to you because you have agreed to receiving such material. 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 dataskyddombud@lansforsakringar.se with a header that says "Unsubscribe" or use the "Unsubscribe" button in any such email.

AUTOMATED DECISION-MAKING

In some cases Agria uses automated decision-making, i.e. decisions that are based solely on automated processes without human intervention that have legal effects for you or significantly affects you. This could for example be an automated approval or rejection of a claim. You have the right not to be subject to a decision based solely on any form of automated decision-making if the decision may have legal consequences or significantly affects you in any other way. However, we have the right to use automated decision making if this is necessary for entering into, or performance of, an agreement between you and us, or you have given your consent.

YOUR RIGHTS AND HOW TO EXERCISE THEM

As a data subject, you have the right to request that we:

- inform you whether we process your personal data, provide you with details relating to our processing, and with a copy of your personal data;
- rectify any inaccurate personal data or complete any incomplete personal data we might have about you;
- erase your personal data;
- restrict our processing of your personal data; and
- furnish you with the personal data which you provided to us in a structured, commonly used and machine-readable format.

Where we process your personal 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 object to your personal data being processed on the basis of our legitimate interests (or those of a third party). We will cease processing your personal data, unless the processing is based on compelling legitimate grounds or is needed for the exercise or defence of legal claims.

These rights are not absolute and the exercise of your rights might be subject to certain conditions and restrictions prescribed by law. We might require further information from you before we can respond to your request. You may exercise your rights by contacting us via the Contact Details provided above.

COMPLAINTS

If you are dissatisfied with our processing of your personal data, you can submit a complaint to the Swedish Authority for Privacy Protection (IMY) www.imy.se. If you live or work in a country other than Sweden, you can also contact the supervisory authority in that country.

CONTACT DETAILS

Contact Us in Case of Questions

Please do not hesitate to contact us if you have any questions about data protection or would like to exercise any of your rights.

The easiest way to do this is to send us a message by post or email at the contact details below.

Försäkringsaktiebolaget Agria (publ), Irish branch

c/o Agria Petinsure,

PO Box 911,

Little Island,

Cork

Ireland T45 YR96

Email address: info@agriapetinsure.ie

Data Protection Officer

Agria have appointed a data protection officer to monitor compliance with the GDPR and other applicable data protection rules. You may also contact our data protection officer if you wish to make any objections to our processing of your personal data.

E-mail: dataskyddsbud@lansforsakringar.se

Address: Dataskyddsbud, Länsförsäkringar AB, 106 50 Stockholm.

Changes to the Privacy Notice

We may update this privacy notice from time to time and we will publish the updated version on our Website.

This Privacy Notice was last updated in January 2023.



PO Box 911, Little Island, Cork , T45 YR96 Ireland

Call: 021 202 9119

Email: info@agriapetinsure.ie

Web: www.agriapetinsure.ie

Agria Petinsure policies are underwritten by Försäkringsaktiebolaget Agria (publ), Box 703 06, 107 23 Stockholm, Sweden. Försäkringsaktiebolaget Agria (publ), is authorised by Finansinspektionen in Sweden and is regulated by the Central Bank of Ireland for conduct of business rules.