# PETEXPERT INSURANCE

As a pet owner, you naturally want what's best for your furry companions. An often underestimated aspect of pet care is that of veterinary costs: a minor accident or seemingly innocent digestive problem can send costs soaring. This insurance covers insured costs.

Below is an excerpt from the general conditions of the PetExpert Insurance we have taken out with the insurer for you as a pet owner.

#### **Definitions**

The terms relating to the insurance cover in these general conditions have the following meanings:

**Injury:** Trauma or physical injury caused solely by a sudden event with an external cause that you had not expected.

**Illness:** Any change or deviation from a normal, healthy condition, including defects and abnormalities your pet was born with or inherited.

**Chronic illness:** An illness that develops slowly and lasts, or is expected to last, longer than a few months.

**Clinical symptoms:** Signs of changes in your pet's normal state of health, body function or behaviour.

**Insured event:** The diagnosis of an illness or injury, or the loss, theft or death of the insured pet during the period of insurance.

A series of insured events: A sequence of interrelated insured events resulting directly or indirectly from the same cause.

**Partner network:** The network of vets with whom we have entered into a cooperation agreement and who use our electronic platform. A list of all partners can be found at: <a href="https://www.petexpert.be/vetinarians">www.petexpert.be/vetinarians</a>

**Market value:** The average price of a pet of the same age, breed, origin, sex and reproductive ability at the time it was purchased by the owner.

**Veterinary treatment:** Examinations, consultations, tests, X-rays, diagnostic procedure, surgery, care by a veterinarian or by an assistant under the supervision of a veterinarian, costs of a stay in a veterinary clinic after a surgical procedure and medicine prescribed by the veterinarian to treat an illness or injury.

**Waiting period:** In order to be eligible for compensation, a specific waiting period applies that starts from the date the insurance cover takes effect. We will not provide compensation for any insured events within this period.

# About you – about us

#### Member:

Any pet owner who has signed up to this insurance and paid the membership fee, provided their main place of residence is in Belgium.

#### You:

- The member.
- Any individual living with the member as part of a family and who is jointly responsible for the costs of the insured pet.

#### We/us:

PetExpert Belgium BV, with registered office at: Havenlaan 86C, 1000 Brussels, Belgium, VAT BE 0765.204.492.

#### Insurer:

KBC Insurance NV, with its registered office at Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, VAT BE 0403.552.563, RLP Leuven.

# The insured pet:

Any pet (dog or cat) specified in the membership document.

#### SECTION A - General section

## 1. Description and scope

Within PetExpert Insurance, you can choose from the insurance solutions listed below, each of which includes one or several forms of cover. The insurance solution you have chosen is specified in the membership document.

## a. Premium

• Cover for pets' injuries and illnesses

## b. Plus

- Cover for pets' injuries and illnesses
- Cover for expenses knowingly incurred in order to find a lost or stolen pet

## c. Extra

- Cover for pets' injuries and illnesses
- Cover for the loss or theft of a pet
- Cover for expenses knowingly incurred in order to find a lost or stolen pet
- Death cover

Further details of these forms of cover are provided in SECTION B of these general conditions.

# 2. Territorial scope

The territorial scope is limited to insured events occurring in Belgium.

# 3. Membership fee

The membership fee, including tax and charges, can be found in the membership document. If you choose to pay your membership fee in monthly instalments, the payment deadline will be each month on the same day of the month corresponding to the date on which you paid your first membership fee, or the first possible date after that day.

The membership fee is deemed paid as soon as it has been credited to our account.

## 4. Commencement and end of the membership

The member is signed up to the insurance as soon as you have completed and sent the membership application form on our website.

However, the insurance cover only becomes effective when the membership fee has been paid and credited to our account, upon which the insurance period also commences.

The membership fee must be paid within 30 days following the date of signing up to the insurance, as the insurance cover cannot become effective if we have not received the membership fee within this 30-day period.

The insurance period is one year and will be tacitly renewed on the renewal date for successive periods of one year.

You can cancel membership to the insurance no later than two months prior to its annual renewal date. We can do so up to three months prior to the renewal date.

If you wish to cancel the insurance, you must notify us in writing, and we will then inform the insurer to this effect without delay.

You can cancel membership to the insurance early following a claim event, no later than one month after the payment of the insured benefit or its refusal. Cancellation following a claim event must be notified in writing, after which the notice period of three months starts on the day of the notification.

As from the second insurance period, you can also cancel the membership to your insurance at any time, with effect after the expiry of a period of two months as from the day after the cancellation was submitted in writing.

We will inform you of any changes to the conditions or the membership fee at least four months in advance, in which case you will be entitled to cancel membership to the insurance within 30 days of being notified of the change. If you do not cancel membership within this term, you will be deemed to have accepted the new conditions or the adjusted membership fee.

Membership to the insurance ends by operation of law:

- If the membership fee is not paid prior to expiry of the payment deadline specified in the notice of default
- On the date on which the group contract between us and the insurer ends
- If the insured pet dies or is not found within 30 days of it being reported stolen or lost
- If you are no longer the insured pet's owner

## 5. Cover over time

Entitlement to compensation is subject to the condition that the insured event occurred during the insurance period and that the waiting period has expired.

# 6. Sum insured

The sum insured per insured event and the compensation limit applicable per insurance year for all insured events combined are specified in the membership document.

# 7. Deductible

The amount of the deductible is specified in the membership document. We will deduct this amount from the costs reimbursed in the event of an insured event. A maximum of one deductible applies in the event of multiple insured events, regardless of the number of events.

# 8. Exclusions that apply to all forms of cover (see SECTION B)

The following are not eligible for compensation and are therefore not covered:

- Pre-existing injuries or an illness that you were or should have been aware of upon signing up to this insurance
- The consequence of an injury or illness that does not manifest itself until after the insurance has commenced, but which is causally related to the injury or illness that occurred before signing up to the insurance
- The following illnesses in dogs (unless your dog has been vaccinated against them throughout the insurance period): rabies, distemper, parvovirus, viral infection of the liver (Hepatitis A), and leptospirosis
- The following illnesses in cats (unless your cat has been vaccinated against them throughout the insurance period): calicivirus, herpes virus, panleukopenia, chlamydia, feline leukaemia virus, and feline immunodeficiency virus
- Loss related directly or indirectly to:
  - a. Treatment of the following orthopaedic or related conditions affecting the same body part or pair of body parts (e.g., front or hind legs) if this/these has/have ever been treated before signing up to this insurance: Osteochondritis dissecans, fragmented processus coronoideus, complete or partial cranial cruciate ligament rupture, luxating patella, arthritis, osteoarthritis, hip or elbow dysplasia, disc displacement
  - b. Wars, uprisings or other violent riots tantamount to an insurrection or revolution
  - c. Acts of terrorism, strikes or by government intervention and any resulting damage
  - d. Nuclear energy, radiation of any kind whatsoever, and radioactive contamination
  - e. Environmental pollution
  - f. Animals used for activities in conflict with the Act of 14 August 1986 on the protection and welfare of animals
  - g. A veterinary procedure performed by a veterinarian who is not registered with the Order of Veterinary Surgeons

# 9. Special obligations

# Your obligations

Upon joining the insurance, you are required to provide us with accurate and correct information regarding your membership.

During the insurance period, you are required to:

- Inform us without undue delay of any aggravation of the risk and of any changes to your identification details or to those of the insured pet
- Inform us if you are no longer the insured pet's owner of if the insured pet has died
- Arrange veterinary care as soon as the insured pet starts showing clinical signs of illness or injury and follow the attending veterinarian's recommended medical procedure
- Ensure the insured pet is kept in appropriate hygienic conditions, protect your pet from diseases through

regular vaccination, ensure your pet receives regular preventive veterinary care, including dental checks and routine care, and comply with other veterinary care requirements under the Act of 14 August 1986 on the protection and welfare of animals

In case of urgent veterinary treatment by a veterinarian outside the partner network:

- You must inform us within five calendar days of the start of the treatment, and also provide us with the name and address of the attending veterinarian
- Within five calendar days of the end of treatment, you must provide us with the following information in order for us to assess whether the cost of the treatment is eligible for reimbursement:
  - a. A diagnosis confirming that immediate veterinary treatment was required
  - b. The diagnosis or suspected diagnosis, specifying the procedures performed on your pet
  - c. Your pet's microchip registration number

# Our obligations:

We are required to:

- Communicate the results to you on completion of the examination conducted to determine the existence and amount of the compensation
- Provide you with compensation within 15 calendar days of the end of the examination

As soon as there is no longer any risk, we will return to you the documents you provided to us in order to investigate the insured event.

## 10. Governing law and jurisdiction

This insurance (and membership to it) is governed by the laws of Belgium. All disputes between the parties are subject to the jurisdiction of the Belgian courts.

# **SECTION B - Insured risks**

# 1. Cover for pets' injuries and illnesses

# 1.1 When can you claim under this cover?

We will reimburse the cost of veterinary treatment needed as a result of an injury or non-chronic illness of the insured pet, provided that the illness or injury is first diagnosed during the insurance period, and the waiting period has expired.

We will reimburse treatments performed by a veterinarian from the partner network, except in case of acute treatment of the insured pet due to an injury or illness that is lifethreatening to the pet.

We will also reimburse the additional costs of the following veterinary treatments if they are recommended or prescribed by the attending veterinarian:

- a. Acupuncture
- b. Homeopathy
- c. Herbal medicine
- d. Chiropractic manipulation
- e. Hydrotherapy
- f. Osteopathy

We will also reimburse the cost of treatment for the following diagnosis:

- Gum disease with documented regular prevention

The day of the pet's first veterinary examination if it was performed due to an injury or illness, or if the illness was diagnosed during a routine examination of the pet, is considered the date of the insured event.

#### 1.2 What is not insured?

This cover does not entitle you to compensation for any illness or injury occurring within the 30-day waiting period in case of illness or three-day waiting period in case of injury.

A waiting period of six months applies for the following orthopaedic conditions: Osteochondritis dissecans, fragmented processus coronoideus, complete or partial cranial cruciate ligament rupture, luxating patella, hip or elbow dysplasia, disc displacement, arthritis, osteoarthritis.

This cover does not entitle you to reimbursement of additional costs for treatments performed outside standard working hours.

In the case of a chronic illness arising during the insurance period, we will only cover the first diagnosis of the illness and not the treatment costs.

In addition, this cover does not entitle you to reimbursement of costs related to:

- a. Vaccination
- b. Castration, unless it is part of the prescribed treatment
- c. Cosmetic treatment
- d. Treatment of the teeth or gums unrelated to an injury
- e. Treatment of genetic or inherited diseases or conditions
- f. Optional, routine or preventive examinations and interventions unrelated to illness or injury and any resulting health implications
- g. Treatment related to reproduction, artificial insemination, false gravidity, pregnancy and birth
- The provision of prostheses and related examinations and interventions with the exception of knee, elbow and pelvic replacement
- i. Treatment for external parasites and deworming
- j. All types of transplants, including pre- and post-operative
- k. Euthanasia, unless on the vet's medical advice
- I. The death of the insured pet
- m. Diagnostics and therapy related to SARS-CoV-2 and its mutations
- n. Psychological disorders and related behavioural changes This cover also does not entitle you to reimbursement of the cost of food, including any dietary food and dietary supplements recommended by the vet, even during treatment, except in the following cases:
- a. Treatment of bladder stones or urinary crystals: if your pet contracts one of these conditions, we will reimburse the cost of the prescribed food up to 40% of the actual costs incurred up to six months after the condition is established. The presence of bladder stones or urinary crystals must be established by a diagnostic test, and reimbursement will only be provided on the first occurrence of this condition in the insured pet
- The cost of liquid food during a stay in hospital (up to five days) if the veterinarian prescribes liquid food as necessary for the insured pet to survive

## 1.3 Compensation and reimbursement

In the case of dental injury, all expenses will be reimbursed if the injury is treated within two days of its occurrence. If subsequent treatment is needed, only half of the expenses will be reimbursed.

If the insured pet requires dermatological treatment, we will reimburse the costs of diagnostic therapy and treatment up to three months, and the costs will only be reimbursed up to an amount equal to 30% of the compensation limit specified in the membership document. This limitation applies jointly to all conditions with similar symptoms or causes for which compensation is claimed.

In the case of a series of insured events, reimbursement of costs will be limited to the amount specified in the membership document. This is based on the date of the first insured event of the series of events.

We are entitled to reimburse the vet directly, subject to your consent.

# 1.4 Submitting a claim

All you need to do is give the vet your membership number and they will submit a claim through our software system. After treatment of the insured pet, the vet will forward the medical report and the invoice to us. We will then pay the insured costs to the vet, less the deductible which you must pay at the vet's.

At the end of the treatment, you will receive an e-mail or text message confirming that the claim has been opened and will be handled by us. In the event of any irregularity, we will ask the vet for additional details and contact you by phone, further to the text message or e-mail.

If an irregularity occurs and, for any reason whatsoever, the vet is unable to provide information directly to us or we need to verify the additional details provided, or if payment cannot be made directly to the vet for whatever reason, you may be asked to pay the vet, in which case we will reimburse you for these costs within two days of receiving all the information we need to process the claim.

# 2. Cover for the loss or theft of a pet

# 2.1 When can you claim under this cover?

We will cover expenses incurred in the event of theft or loss of the insured pet if it is not found within 30 days of it being reported stolen or lost to us, provided that you have reported the theft or loss to the local police.

## 2.2 What is not insured?

This cover does not entitle you to compensation for loss or theft of the pet within the 60-day waiting period.

This cover does not entitle you to compensation if the insured pet is deliberately abandoned or deliberately left with a third party.

#### 2.3 Compensation and reimbursement

In the event of loss or theft of the insured pet, we will provide you with compensation in the amount of:

- a. The insured pet's purchase value or
- The insured pet's standard market value if you are unable to submit proof of purchase of the insured pet

If the insured pet is found after all, you will be required to repay to us the compensation received.

# 2.4 Submitting a claim

If the insured pet is lost or stolen, you must report this to us within 30 days of establishing the loss or theft of the insured pet, and also report it to the local police.

You can use the claim form for this purpose, which you can download from our website <a href="www.petexpert.be/claims">www.petexpert.be/claims</a>. Please complete and return this form to us by e-mail, along with a copy of the report to the local police and proof of purchase of the insured pet.

# 3. Cover for expenses knowingly incurred in order to find a lost or stolen pet

# 3.1 When can you claim under this cover?

We will cover the expenses knowingly incurred by you in order to find a lost or stolen pet within 30 days of reporting the loss or theft to us, provided that you have reported the loss or theft to the local police.

#### 3.2 What is not insured?

This cover does not entitle you to compensation for expenses knowingly incurred within the 60-day waiting period.

This cover does not entitle you to reimbursement of the reward costs if the reward money was paid to a person related to you in any way, such as a family member or a colleague.

# 3.3 Compensation and reimbursement

In the event of loss or theft of the insured pet, we will reimburse the following knowingly incurred expenses up to the compensation limit specified in the membership document:

- a. Demonstrable advertising costs related to the recovery of the lost or stolen pet
- Demonstrable reward costs and costs related to the care of the pet by the finder of the lost pet
- Demonstrable costs for third-party services to search for the lost or stolen pet

## 3.4 Submitting a claim

If the insured pet is lost or stolen, you must report this to us within 30 days of establishing the loss or theft of the insured pet, and also report it to the local police.

You can use the claim form for this purpose, which you can download from our website <a href="www.petexpert.be/claims">www.petexpert.be/claims</a>. Please complete and return this form to us by e-mail, along with a copy of the report to the local police and proof of purchase of the insured pet.

# 4. Death cover

# 4.1 When can you claim under this cover?

We provide compensation if the insured pet dies or the vet decides that the insured pet should be put down as a result of an illness or injury due to any cause whatsoever as it was inhumane to keep it alive since the injury or illness could not have been treated effectively.

#### 4.2 What is not insured?

This cover does not entitle you to compensation for the death of the insured pet if it dies within the 30-day waiting period. This cover also does not entitle you to compensation if it is decided that the insured pet should be put down due to:

- a. Behavioural disorders
- b. Financial reasons
- c. An attack on another animal or on a person

This cover does not entitle you to compensation for the death of the insured pet as a result of gestation or organ or tissue transplantation.

Under this cover, no compensation is provided for large dog breeds over the age of 6 years, medium dog breeds over the age of 8 years, small dog breeds over the age of 10 years, and cats.

## 4.3 Compensation and reimbursement

In the event of the insured pet's death, we will provide you with compensation in the amount of:

- a. The insured pet's purchase value or
- b. The insured pet's standard market value if you are unable to submit proof of purchase of the insured pet

## **SECTION C - COMMON PROVISIONS**

### Correspondence address

Our communications will be validly sent to the member's last known address.

# Protection of your personal data

Our aim is to process your personal data in a manner that is lawful, fair and transparent. With regard to the processing of personal data, we hereby inform you that your personal data will only be processed by us, except when the cooperation between us and the insurer ends. In such case, a predefined transition plan will enter into effect and you agree to all necessary personal data being provided by us to the insurer for communication purposes.

Further details about the processing of your personal data are set out in our data protection statement. The data protection statement also tells you what your rights are and how to exercise them. In order to keep the data protection statement up to date, we have opted to make it available on our websites:

- www.petexpert.be/privacy
- www.kbc.be/en/privacy

# Say NO to fraud

To ensure solidarity among the members and to avoid unnecessary increases in the membership fee, we and the insurer actively take steps against fraud. Insurance fraud is an offence and may lead to criminal proceedings.

## **Complaints**

If you have a complaint regarding these conditions, please contact PetExpert Belgium BV, with registered office at Havenlaan 86C, 1000 Brussels, Belgium, VAT BE 0765.204.492

If you are unable to come to a suitable solution, you can contact the Belgian insurance industry's ombudsman service: Ombudsman van de Verzekeringen, de Meeûssquare 35, 1000 Brussels, www.ombudsman.as. This does not affect your legal rights.

## Right of withdrawal

If you sign up to the insurance through a remote sale (e.g., online), you have 14 days to withdraw the membership. This withdrawal is free of charge and does not need to be explained.

The 14-day period commences on the day after signing up. If you receive the conditions of cover at a later date, the 14-day period will commence on that date.

In case of withdrawal, we will credit any fees already paid to your account within 30 calendar days.

# EXPLANATION OF TERMS USED IN THIS DOCUMENT

- 'Dietary supplement' means food (i.e. not medicine) intended to supplement the normal diet and is a concentrated source of vitamins and minerals or other substances with a nutritional or physiological effect, contained in foodstuff, alone or combined, intended for direct consumption in small measured quantities: nutraceuticals, probiotics, vitamins and minerals, enzyme preparations, supplements to improve organ functions
- Hydrotherapy is the treatment of an injury or illness with or in water, including swimming in a swimming pool and the use of a treadmill in water (i.e. 'water treadmill'), performed by a veterinary clinic in the swimming pool of an authorised contract partner of the insurer
- Chiropractic manipulation is a treatment method performed by a veterinary clinic or a qualified animal chiropractor who is a contract partner of the insurer
- Surgery is an invasive medical or diagnostic procedure involving surgical techniques, especially manual and instrumental techniques