Pet Insurance

Policy Terms E-25

General:

This insurance may include one or more of four components:

1. **Life and Health Insurance:** covers the death of the insured pet or serious deterioration of its health.
2. **Veterinary Expenses Insurance:** covers the cost of necessary veterinary services.
3. **Liability Insurance:** covers potential liability claims that may arise in connection with the insured pet.
4. **General Provisions:** govern the insurance contract itself and apply to all components of this insurance.

Definitions:

To facilitate reading of these terms and to prevent misunderstanding or uncertainty, the following definitions apply to specific terms throughout these terms and always carry the same meaning.

The company: Vörður tryggingar hf.

Sum insured: The amount stated on the insurance certificate as the maximum benefit for each individual insurance component.

Accident: The term "accident" refers to a sudden event, caused externally or by the pet itself, that causes injury to the pet and occurs without the intent of the person caring for it.

Illness: The term "illness" refers to the pet becoming sick with a recognised and defined pet disease not specifically excluded under these terms.

Important:

The scope of coverage set out in these terms is exhaustive. If the policyholder or the insured suffers a loss or damage not specified as covered in these terms, the insurance does not apply. The insurance consists of two documents: the insurance certificate, which is personal to each individual policyholder, and these terms. The insurance, its scope of coverage, and general conditions are defined in these terms. It is therefore important to familiarise yourself with the content of these terms and the insurance certificate. If any discrepancy or error appears in these documents, it is very important to notify the company as soon as possible.

The insurance is governed by the insurance certificate together with its endorsements and special terms, these policy terms, the company's general terms no. AS-1, and the provisions of the Insurance Contracts Act no. 30/2004. Provisions in the general terms take precedence over provisions in these terms where there is any conflict.

Chapter 1. Life and Health Insurance

Art. 1. The insured property – who is insured?

1.1 The insured property is the pet specified on the insurance certificate or renewal receipt and stated in the insurance application.

1.2 The insured is the policyholder of this insurance. This insurance does not benefit mortgagees or others holding indirect ownership rights, unless approved by the company and specifically endorsed on the insurance certificate.

1.3 This insurance is not renewed and lapses at the next renewal after the insured pet reaches 9 years of age.

Art. 2. Scope of coverage

The insurance pays the sum insured:

2.1 if a pet dies from an accident or illness, or if it is necessary to have it euthanised on the recommendation of a veterinarian or pursuant to the provisions of animal welfare legislation;

2.2 if a pet is stolen or goes missing and is not found within 60 days of the company receiving notification of its disappearance, provided the insured has maintained reasonable search efforts through search operations and public advertisements. The company is entitled to fund search operations and/or advertisements, but the company's costs in that regard are deducted from the benefits when they are settled. The maximum benefit under this item is 75% of the sum insured;

2.3 if the pet permanently and completely loses its health but survives, or if the loss event completely eliminates the pet's specific natural or trained utility, such as for breeding, falconry, search, assistance for persons with disabilities, or security purposes, provided this use is stated in the insurance application and appears on the insurance certificate, benefits are paid less the assessed value of the pet after the loss event. The maximum benefit under this item is 80% of the difference between the sum insured and the assessed value after the loss event. The policyholder must be able to demonstrate that the pet has documented merits and that it has been continuously carrying out the specified work or has been in use until the loss event occurred. Upon settlement of a claim under this provision, the insurance lapses entirely at the next renewal.

Art. 3. Sum insured

3.1 The sum insured appears on the insurance certificate or renewal receipt.

3.2 The sum insured may not exceed the market value of the pet in Iceland with its recognised qualities. No higher amount is paid than this market value, even if the sum insured is higher. A difference between the sum insured and the market value does not give the policyholder any right to a refund of premium.

3.3 If a loss occurs and the company considers the sum insured to be too high, the company is entitled to have appraisers appointed by a court to determine the market value of the pet in accordance with Art. 3.2.

Art. 4. Exclusions from coverage

The following losses are not covered:

4.1 euthanasia attributable to aggression;

4.2 events that arose or were diagnosed before the insurance took effect, or diseases that arise within 30 days of the insurance taking effect;

4.3 orders from authorities or other comparable measures;

4.4 abnormal development of hip joints or hip dysplasia;

4.5 dental defects or bite defects, dental care, or periodontal disease;

4.6 eye and skin diseases in the Shar Pei breed;

4.7 infectious canine hepatitis (Hepatitis Contagiosa Canis, HCC);

4.8 canine parvovirus infection in dogs, unless the dog was vaccinated within 12 months prior to the onset of the infection. A 24-month period applies if a live vaccine was used;

4.9 canine distemper;

4.10 autosomal dominant Polycystic Kidney Disease (PKD) in Persian and Exotic cats;

4.11 chronic infectious diseases in cats that do not show symptoms in the cat itself, i.e. cats that are asymptomatic carriers;

4.12 feline parvovirus infection, unless the cat was vaccinated within 12 months prior to the onset of the infection;

4.13 hereditary or congenital diseases or conditions;

4.14 age-related diseases and degenerative diseases;

4.15 euthanasia for reasons other than those covered by the insurance, such as allergy of the policyholder or others;

4.16 the cost of anaesthesia, burial, or cremation, or other costs of disposing of the animal;

4.17 pets used for breeding where: the animal has had offspring three times; the animal has reached six years of age and has never had or produced offspring.

Art. 5. Safety regulations

5.1 The care of the pet, its housing, and its feeding shall comply with the provisions of animal welfare legislation at all times, as well as applicable regulations and administrative instructions.

5.2 The pet shall be vaccinated against the diseases and infections recommended by veterinarians, as well as the annual vaccinations required under licences for the relevant type of animal keeping.

5.3 To ensure the health of dogs and cats, the animals shall be dewormed in accordance with veterinary recommendations, at a minimum of 1–2 times per year.

5.4 If the animal's coat requires special treatment, climate, humidity level, or has other particular needs, the policyholder is responsible for ensuring these are met.

Chapter 2. Veterinary Expenses Insurance

Art. 1. Scope of coverage – sum insured – deductible

1.1 The insurance covers reasonable, necessary, and unforeseen veterinary costs that are a direct consequence of accidents or illness affecting the insured pet.

1.2 The sum insured, which is the maximum benefit in each policy period, appears on the insurance certificate or renewal receipt.

1.3 The deductible in each loss appears on the insurance certificate or renewal receipt. Each deductible period is 60 days.

1.4 This insurance is not renewed and lapses at the next renewal after the insured pet reaches 9 years of age.

Art. 2. Medical costs

Medical costs within the meaning of Art. 1.1 are defined as:

2.1 payments to veterinarians and veterinary hospitals for examination and treatment due to illness or accident;

2.2 medication dispensed and administered by a veterinarian or other specialist during examination or treatment due to illness or accident;

2.3 necessary X-rays, electrocardiograms, laboratory tissue analyses, including tissue samples in connection with allergy investigation and/or treatment. The maximum payment under this item is ISK 30,000 per 12-month period, index-linked;

2.3 dental repair due to an accident;

2.4 caesarean section deemed medically necessary in the opinion of a veterinarian, however the company never pays for more than two caesarean sections per female dog/cat during her lifetime. If a female dog is pregnant/a female cat is carrying kittens at the time the insurance is taken out, the company does not pay benefits if a caesarean section is required in that instance. Caesarean sections are never covered for Boston terriers, English bulldogs, or French bulldogs.

Art. 3. Excluded risks

The following costs are not covered:

3.1 events that occurred before this insurance took effect, or diseases that come to light within 14 days of the insurance taking effect;

3.2 behavioural problems or hereditary and/or congenital conditions;

3.3 preventive examinations or treatments, or abnormal growth and related diseases;

3.4 castration, sterilisation procedures, or the birth of offspring, with the exception of the cost of a caesarean section as specified in Art. 2.4;

3.5 dental care, dental repair, or periodontal disease;

3.6 feed, dietary supplements, or hygiene products;

3.7 bathing or treatment to prevent or treat the effects of parasites or worms;

3.8 cosmetic procedures;

3.9 eye and skin diseases in the Shar Pei breed;

3.10 infectious canine hepatitis (Hepatitis Contagiosa Canis, HCC);

3.11 canine parvovirus infection in dogs, unless the dog was vaccinated within 12 months prior to the onset of the infection. A 24-month period applies if a live vaccine was used;

3.12 canine distemper;

3.13 autosomal dominant Polycystic Kidney Disease (PKD) in Persian and Exotic cats;

3.14 chronic infectious diseases in cats that do not show symptoms in the cat itself, i.e. cats that are asymptomatic carriers;

3.15 feline parvovirus infection, unless the cat was vaccinated within 12 months prior to the onset of the infection;

3.16 aids or health products, even if recommended or prescribed by a veterinarian;

3.17 veterinary or hospital certificates and prescriptions, unless requested by the company;

3.18 additional charges for veterinary costs arising from a veterinary call outside normal working hours, unless urgently necessary;

3.19 transportation in connection with a veterinary visit or hospitalisation;

3.20 umbilical hernia, cryptorchidism, or a crooked tail;

3.21 cataract;

3.22 Magnetic Resonance Imaging (MRI) or Computer Tomography (CT).

Art. 4. Other parts of these terms

Other parts of these terms also apply to the veterinary expenses insurance, where relevant, such as safety regulations.

Chapter 3. Care Insurance

Art. 1. Scope of coverage

The company pays the cost of boarding and care of the pet at a pet hotel or comparable establishment if the policyholder or another household member sharing the same registered domicile is injured so seriously or becomes so ill that it is not possible to provide the pet with the care it requires. No benefits are paid under the care insurance unless veterinary expenses insurance is in force.

Art. 2. Exclusions from coverage

The insurance does not cover loss caused by:

2.1 illness or injury that had its onset before the insurance was taken out;

2.2 an ongoing illness of a family member;

2.3 pregnancy, childbirth, or related events;

2.4 illness attributable to alcohol abuse, medication, or self-inflicted injury;

2.5 allergy of a family member to the pet.

Art. 3. Sum insured

3.1 The sum insured appears on the insurance certificate and renewal receipt.

3.2 The sum insured is adjusted in accordance with the consumer price index.

Art. 4. Benefit period

The benefit period may not exceed 60 days in each policy period.

Art. 5. Claims

5.1 A claim for care benefits must be accompanied by a medical certificate regarding the period and illness of the family member responsible for the inability to keep the animal at home.

5.2 The policyholder must also explain why it was not possible to provide care for the animal at home. The original invoice from the pet hotel must be submitted.

Chapter 4. Liability Insurance

Art. 1. Scope of coverage

The insurance covers liability falling on the insured as the owner of the insured pet for personal injury or property damage, provided the liability is no broader than standard tort liability outside contract.

Art. 2. Exclusions from coverage

The insurance does not cover loss:

2.1 suffered by the family and relatives in the household of the policyholder. The same applies to the family of any person who has the pet in their custody in any capacity, such as in keeping, rental, use, or on a visit;

2.2 to items that the parties referred to in Art. 2.1 have on loan, rental, in storage, or in their custody for other reasons, including items taken without authorisation;

2.3 attributable to non-compliance with laws and regulations on free-ranging animals, animal identification, or other applicable rules.

Art. 3. Sum insured – deductible

3.1 The company's liability for each individual loss event is limited to the sum insured stated on the insurance certificate. The company's aggregate liability for all loss events within each policy period is also limited to the same sum insured.

3.2 The insured's deductible is 10% of each loss, subject to the minimum or maximum stated on the insurance certificate.

Art. 4. Costs and interest on liability claims

4.1 The company pays costs that the policyholder reasonably incurs in connection with the determination of liability or the amount of compensation, even if the company's payment thereby exceeds the sum insured. The same applies to interest that the policyholder is ordered to pay on a liability claim covered by the insurance.

4.2 If the sum insured is lower than the damages awarded, the company is only required to pay that portion of interest and costs corresponding to the amount of compensation the company is required to pay.

Art. 5. Agreement with the injured party

The insured shall consult the company if a claim for damages is brought against them in connection with loss allegedly caused by the insured pet. The company has full authority to conduct negotiations with the injured party (the party bringing the claim against the insured) and, where applicable, to conduct the defence. The company is entitled to pay benefits directly to the injured party. The insured's acknowledgement of liability is binding on the insured alone and not on the company.

Chapter 5. General Provisions

This chapter applies to all components of this insurance, where relevant.

Art. 1. Safety regulations – increased risk

1.1 The insured and those identified with them are required to comply with the safety regulations set by the company in these terms or on the insurance certificate. Failure to do so may result in reduction or forfeiture of the company's liability under Art. 26 of Act no. 30/2004.

1.2 If a specific use of the insured property is stated on the insurance certificate and that use changes, the insured and/or those entitled to rights under this insurance must notify the company as soon as they become aware of the change. Failure to do so may result in a limitation of the company's liability under Art. 25 of the Insurance Contracts Act no. 30/2004.

Art. 2. Indexation and interest on claims

2.1 The sums insured and deductible amounts under this insurance follow the development of the price level in the country and are therefore adjusted in accordance with the consumer price index at each renewal of the insurance.

Art. 3. Identification

3.1 The company is entitled to invoke the fact that the spouse or cohabiting partner of the policyholder/insured has breached the provisions of the insurance pursuant to rule (b) of Art. 29(2) of Act no. 30/2004 on insurance contracts.

3.2 If this insurance is used in connection with a business operation, the company may invoke the conduct of the insured's employees.

These terms are valid from 01.01.2019

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