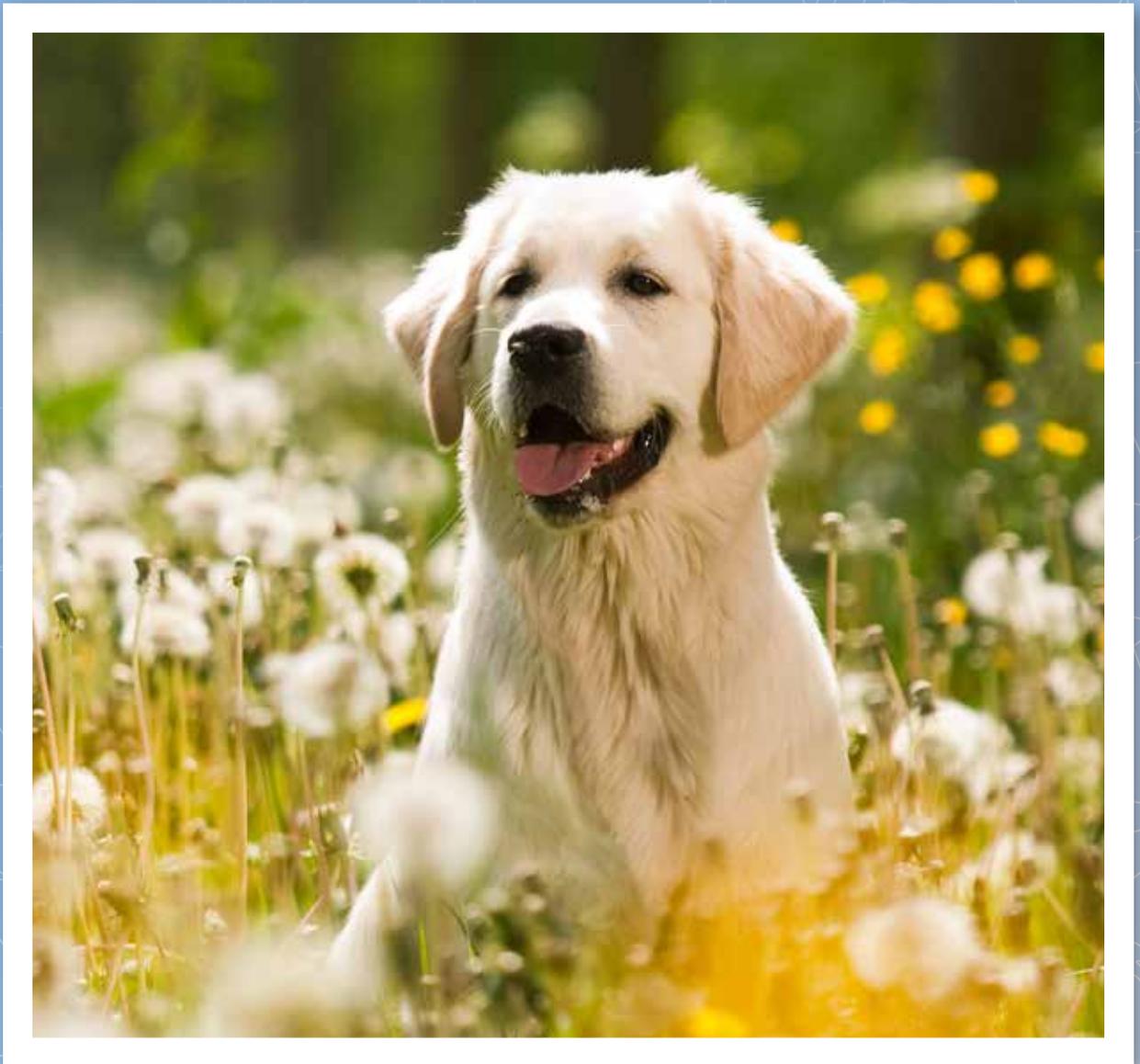


# Agria Alltid



Apply from 1.4.2018

**Agria**   
Dyreforsikring

# Conditions Alltid

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## THE DOGS IN THE CONDITIONS



### Green dog

Shows what the insurance covers.



### Gold dog

Shows what the insurance covers if certain conditions are met.



### Red dog

Shows what the insurance does not cover.

## CONTACT US



Telephone: +47 24 12 40 00, weekdays 08.00-17.00



Claims can also be notified via Mitt Agria at [agria.no](mailto:agria.no).

## IMPORTANT - ABOUT THIS TRANSLATED CONDITION

This English policy wording is an unauthorized translation of the Norwegian original policy wording. The Norwegian original policy wording takes precedence over the English translated policy wording.

## DIRECT CLAIMS SETTLEMENT

Many clinics and vets' surgeries throughout Norway can arrange direct claim settlement with Agria. This takes place during office hours on weekdays. A direct claim will be settled while you wait. You only pay your excess in addition to, for example, retail goods while Agria pays the compensation directly to the clinic/vets' surgery. Ask your vets if they can arrange a direct claim settlement with Agria. Remember to have your insurance number.

If Agria believe that a direct claim settlement cannot be carried out, we reserve the right to refuse a direct claim settlement. This is not the same as the claim being rejected. You must submit the claim yourself after visiting your vet. The reason for this is that we may, for example, require more information about the claim before we can make an assessment regarding compensation.

A prerequisite for direct compensation is that the insurance has been paid. If it has not been paid, we may deduct the premium from the insurance compensation.

## YOU CAN RECONSIDER

Under The Cooling-off Period Act, you have a 14 day cooling-off period from the day that your insurance documents, insurance certificate and insurance conditions are received.

## YOU CAN APPEAL

If you disagree with Agria's decision in connection with a claim settlement, or in connection with your insurance agreement, you should send us a written appeal or get in touch with us.

## Agria Animal Insurance

PO Box 5080  
N-8608 Mo i Rana  
Email: [smadyr@agria.no](mailto:smadyr@agria.no)

If you are still not satisfied with Agria's decision, you can refer the company to:

**The Norwegian Financial Services Complaints Board:**  
PO Box 53 Skøyen - N-0212 Oslo

## A Welcome to Agria Animal Insurance

### A.1 These are your insurance conditions

The insurance conditions consist of three parts: The insurance certificate, insurance conditions for the insurance you have taken out, as well as Agria Joint Insurance Conditions. The conditions apply from 1 April 2018.

If Agria makes changes to the insurance agreement's conditions, you will receive information about this in good time before a new insurance period. Should Agria alter the conditions during the course of an insurance year, the corresponding clauses replace these conditions.

If there is conflict between Agria's Joint Insurance Conditions and current insurance conditions, the latter will always apply.

### A.2 Check your insurance

It is important that you check your insurance agreement. The insurance agreement should correspond with the insurance you applied for. If it does not correspond, it is important that you contact Agria and point out the error as soon as possible. If you fail to do this, your insurance agreement will apply as stated in the insurance certificate.

### A.3 What to do in the event of a claim

If your dog becomes sick or is injured, it is important that you study the conditions regarding which prerequisites and requirements need to be met in order for the illness or injury to be covered by the insurance.

In order to seek compensation, you must send in a completed claim report with an invoice/specified receipt and vet record.

### A.4 The insured animal

Unless otherwise specified in the conditions, the insurance relates to the dog stated in the insurance certificate.

### A.5 Prior approval by Agria

If you are uncertain whether a treatment or a injury is covered by the insurance, you or the vet providing the treatment can contact Agria for prior approval.

## B Agria Always Veterinary Insurance

### B.1 To whom the insurance applies

The insurance applies to the policyholder, owner of the dog and others who care for the dog, for example a dog sitter.

### B.2 When the insurance applies

The insurance compensates costs for veterinary treatment, prescription medicines and rehabilitation incurred during the insurance period.

### B.3 Where the insurance applies

The insurance applies to insurance events that take place in Norway. It also applies during stays of up to one year in EU countries, the UK and Switzerland, calculated from the day the dog leaves Norway.

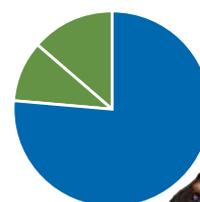
### B.4 The insurance sum

The insurance sum is NOK 30,000 or NOK 60,000 per insurance year. The insurance sum you have chosen is shown on your insurance certificate. The insurance sum is the maximum compensation you can receive under the insurance in the course of one insurance year. In addition to the selected insurance sum, compensation is paid for the cost of prescribed medicines, with an upper limit of NOK 6,000, and rehabilitation, with an upper limit of NOK 6,000.

 Note clause B.7.J "Medicine" and B.7.K "Rehabilitation".

### B.5 Excess

The insurance has a fixed and a variable excess. The fixed excess will be deducted once per excess period. An excess period is 125 days calculated from and including the first day for which you are claiming compensation. In addition, a variable excess is always deducted. The kind of fixed and variable excess you have selected is shown on your insurance certificate.



■ Agria pays out  
■ You pay

#### Example of excess calculation for a dog

Product: Agria Alltid Veterinary Insurance	
Fixed excess: NOK 1,500	
Variable excess: 15 %	
Vet's bill	NOK 15,000
- Fixed excess	- NOK 1,500
	NOK 13,500
- Variable excess 15%	- NOK 2,025
Agria pays out	NOK 11,475

## B.6 Scope of the insurance

 You can obtain compensation for your veterinary costs when a vet examines and treats your dog in the event of illness, injury or as a result of an accident. During the examination, the dog must demonstrate clinical symptoms of illness or injury.

 Note restrictions in clause B.7 "Special provisions" and B.8 "Restrictions".

## B.7 Special provisions

### A Atopia/Allergy

 Investigation and treatment of atopia/allergy are compensated on the condition that the dog has not displayed symptoms of ear or skin problems (including, for example, repeated or chronic ear inflammations, thickened skin, itching, rashes, licking) before the insurance was taken out or during the course of the qualifying period.

### B Dental treatment

 The insurance covers the investigation and correction of bite defects when this is medically necessary. A vet's certificate from the puppy check must not contain any comments regarding teeth/bite.

### C Birth assistance and caesarean section

 Birth assistance and a maximum of one caesarean section are compensated in the event of ascertained birth complications, provided that the following points are complied with:

- The dog must be at least 20 months old at the time of treatment.
- The dog must not previously have had two or more caesarean sections (during the insurance period).

An ascertained birth complication is present provided that the bitch demonstrably cannot give birth herself, or cannot give birth herself following an adequate examination and after agreed treatment attempts have been carried out.

 Note restrictions in clause B.8.C "Breed-specific restrictions".

 The insurance also covers costs of veterinary treatment of a puppy that, within 24 hours of birth, needs treatment to be able to survive the initial period. You can receive compensation for treatment carried out up until the puppy is seven days old.

## D Castration

 Castration of male dog is compensated only when it forms part of the treatment of prostate illnesses, rectal hernia (perineal hernia), benign anal tumour (anal adenoma), testicular inflammation, testicular torsion, testicular tumour, when castration is necessitated in connection with urethral fistula operation on a male dog with urine stones or illness/injury to the scrotum which entails the surgical removal of the scrotum.

Spaying of a bitch is only compensated when it forms part of a treatment of diabetes mellitus, abnormal bodily growth (acromegaly), inflammation conditions in the uterus, delivery injuries, vaginal prolapse or tumour in vagina, uterus or ovaries.

 Spaying is not compensated as a part of the treatment of skin conditions, epilepsy, behavioural problems, phantom pregnancy, abnormal seasons, nipple growths, cysts on the ovaries or cystic endometrial hyperplasia.

## E Joint conditions

 E.1 Elbow joint dysplasia (ED):

For dogs registered and breed-recorded with the Norwegian Kennel Club (NKK), X-rays of the elbow joints must be sent to NKK for reading-off

E.2 Hip joint dysplasia (HD):

For dogs registered and breed-recorded with the Norwegian Kennel Club (NKK), X-rays of the hip joint must be sent to NKK for reading-off

In the event of illness or injury in a joint which is not entitled to compensation in accordance with the above, Agria will compensate your costs until the diagnosis is made, with an upper limit of NOK 3,000.

## F Hip joint implants

 Hip joint implants (not gold implants) are compensated under the following conditions:

- Prior approval from Agria is required in each individual case.
- The dog has not reached six years at the time of the operation.
- For dogs registered and breed-recorded with the Norwegian Kennel Club (NKK), X-rays of the dog's hip joint must be sent to NKK for reading-off.

## G CT and MR examinations

 Compensation for CT and MR:

- Prior approval from Agria is required.
- Agria pays compensation, with an upper limit of NOK 7,000 for CT examination and NOK 10,000 for MR examination
- The reading-off report must be attached to the claim report.

The limits referred to above include CT examination and CT angiography, MR examination and MR angiography, fees, sedation/anaesthesia, contrast fluid and reading-off as well as writing of report/record.

## H Plastic operations

 Plastic operations refer to a surgical correction of skin and mucus membranes, including entropion and ectropion. Operation and follow-up treatment can be compensated, provided problems in the skin and mucus membranes are affecting the dog's health and function.

 Note restrictions in clause B.8.C "Breed-specific restrictions".

## I Concealed defects

 A concealed defect is an illness or injury that has begun to develop before the vet's puppy check on delivery, but that has not been known or displayed symptoms prior to the check or been possible to discover during a standard veterinary examination. If the animal is genetically disposed to an illness that has not begun to develop prior to delivery, this is not a concealed defect.

A prerequisite for compensation of concealed defects is that a vet's certificate must be issued between the age of seven weeks and four months and that the certificate does not contain any relevant comments. The certificate must not be older than seven days from delivery.

## J Medicine

 You can receive compensation for your costs for prescribed medicines, with an upper limit of NOK 6,000 per insurance year.

The insurance also applies to costs for a protective collar, body, paw socks and bandaging material associated with injury and/or illness subject to compensation.

## K Rehabilitation

 Rehabilitation as a consequence of an injury or illness that is entitled to compensation, is compensated with an upper limit of NOK 6,000 per insurance year. The compensation sum is in addition to the selected insurance sum on your veterinary insurance.

Rehabilitating training and swimming, possibly in combination with massage and stretching, are compensated after treatment of joint conditions, joint injuries, fractures or disc hernia, as well as for muscle and tendon injuries.

For rehabilitation carried out at a treatment location that is not associated with the veterinary clinic, a requisition from the vet must be attached to the claim report.

The rehabilitation must take place within three months after the treating vet has ordered the rehabilitation. Preventive training or maintenance training are not compensated.

## L Putting-down and cremation

 Putting-down and cremation costs are compensated, with a combined upper limit of NOK 2,000 if the dog has to be put down based on a veterinary medical assessment, and the illness or injury is entitled to compensation in accordance with the conditions for Agria Always Veterinary Insurance.

## B.8 Restrictions

### A Qualifying period

 The insurance has a qualifying period of 20 days. The qualifying period means that an illness and/or injury arising during this period is not compensated. The qualifying period also applies to an improvement to the insurance cover.

During the qualifying period, injuries caused by external trauma, acute poisoning or first-time occurrence of foreign bodies swallowed during the insurance period, are compensated.

### B General restrictions

 You cannot receive compensation for your costs for:

- complications relating to illness, injury and treatment that would not otherwise be compensated, with the exception of complications relating to castration/sterilisation, teeth cleaning or vaccination carried out during the insurance period
- preventive measures/treatment
- navel hernia and cryptorchidism

- phantom pregnancy
- removal of tartar, consequences of tartar, periodontitis and loose teeth
- implants, except for hip joint implants, see B.7.F "Hip joint implants"
- behavioural problems, aggressiveness, poor temperament or bad habits
- chiropractic, acupuncture and homeopathy
- gold implant treatment and shockwave treatment
- ACP (autologous conditioned plasma) and PRP
- laser treatment
- alternative and/or inadequately documented examination and treatment
- post-mortem
- medical feed, shampoo, dietary supplements and other retail goods
- prescriptions, charges, invoicing, certificates, record print-outs or other administrative costs
- costs for duty supplement outside ordinary opening hours when this is not necessary
- costs in connection with the vet's, dog's or owner's travel in the event of illness, injury or accident
- loss of income, holiday or similar as a result of the dog's illness, injury or accident
- stabling at clinic when it is not required for medical reasons

## C Breed-specific restrictions

 The following breed-specific restrictions apply:

- For the breeds Boston Terrier, Pug, English Bulldog and French Bulldog, costs are not compensated for the examination, treatment and surgery for narrowings in the airways, long soft palate, nostrils or narrowings in the throat.
- For Sharpei, costs are not compensated for the removal of excess skin, as well as eye, ear and skin conditions.
- For the breeds French Bulldog, English Bulldog, Boston Terrier, Chihuahua and Pomeranian, costs are not compensated for caesarean section.

## C Agria Always Life

### C.1 To whom the insurance applies

The insurance applies to the policyholder who owns the dog. If the policyholder does not own the dog, the insurance applies to:

- owner who is a member of the policyholder's household
- another person who has a significant financial interest in the dog

### C.2 When the insurance applies

The insurance applies if the dog's life is lost as a result of illness or injury, or the dog disappears (see clause C.9 "Disappeared animal"), during the course of the insurance period.

The life insurance ceases to apply as from the main due-by date in the calendar year in which the dog reaches 8 years (breeds in category A), 10 years (breeds in category B) or 12 years (breeds in category C).

### C.3 Where the insurance applies

The insurance applies to insurance events that take place in Norway. It also applies during stays of up to one year in an EU country, the UK and Switzerland, calculated from the day the dog leaves Norway.

### C.4 The insurance sum

The insurance sum is shown on your insurance certificate and is the maximum compensation you can receive from the insurance.

As from the main due-by date in the calendar year in which the dog reaches 5 years (breeds in category A), 7 years (breeds in category B) or 9 years (breeds in category C), the life insurance is reduced by 20% each year. The insurance sum will never be less than NOK 5,000.

As from the main due-by date in the calendar year in which the dog reaches 7 years (breeds in category A), 9 years (breeds in category B) or 11 years (breeds in category C), the insurance sum is set at a maximum of NOK 10,000.

### C.5 Excess

The insurance has no excess.

## C.6 Division of breeds into age categories

The following age categories apply to the condition clauses C.2 "When the insurance applies" and C.4 "The insurance sum".

### BREEDS

<b>Breeds in category A</b>	Bernese Mountain Dog, Great Dane, Irish Wolfhound, Leonberger, Newfoundland, Pyrenean Mountain Dog, Neapolitan Mastiff and St. Bernard
<b>Breeds in category B</b>	All breeds not stated in categories A and C
<b>Breeds in category C</b>	Bichon Havanese, Border Terrier, Cairn Terrier, Chihuahua, Chinese Crested, Miniature Schnauzer, Finnish Lapphund, Finnish Spitz, Fox Terrier, Icelandic Sheepdog, Jack Russell Terrier, Lhasa Apso, Toy, Miniature and Medium Poodle, Small and Large Münsterländer, Norrbottenspets, Norwegian Buhund, Papillon, Phalene, Schnauzer, Shih Tzu, Soft-coated Wheaten Terrier, Tibetan Spaniel, Tibetan Terrier, West Gotaland Spitz, Welsh Springer Spaniel, West Highland White Terrier and Whippet

## C.7 Scope of the insurance

 The insurance can provide compensation for your loss if your dog dies or has to be put down as a result of illness or injury. The following conditions apply:

- The dog must be adequately examined with a view to identifying the underlying cause of the dog's suffering.
- Agreed treatment attempts must have been carried out.
- Alternatively, the dog's prognosis must be so poor that treatment would entail unnecessary suffering for the dog.

The above must be able to be documented.

If the dog has both life and veterinary insurance with Agria, putting-down can be approved and the life insurance sum be paid out without agreed treatment attempts being carried out. It must be apparent that the veterinary costs would exceed the life insurance sum. Contact Agria for prior approval.

 Note limitations in clause C.8 "Special provisions" and C.11 "Restrictions".

## C.8 Special provisions

### A Joint conditions

 A.1 Elbow joint dysplasia (ED):

For dogs registered and breed-recorded with the Norwegian Kennel Club (NKK), X-rays of the elbow joints must be sent to NKK for reading-off

A.2 Hip joint dysplasia (HD):

For dogs registered and breed-recorded with the Norwegian Kennel Club (NKK), X-rays of the hip joint must be sent to NKK for reading-off

### B Concealed defects

 A concealed defect is an illness or injury that has begun to develop before the vet's puppy check on delivery, but that has not been known or displayed symptoms prior to the check or been possible to discover during a standard veterinary examination. If the animal is genetically disposed to an illness that has not begun to develop prior to delivery, this is not a concealed defect.

A prerequisite for compensation of concealed defects is that a vet's certificate must be issued between the age of seven weeks and four months and that the certificate does not contain any relevant comments. The vet's certificate must not be older than seven days from delivery.

## C.9 Disappeared animal

If the dog is missing or has been stolen, life insurance can be paid out at the earliest three months after the dog is reported as lost. A lost dog must be reported as having disappeared to the relevant body and Agria, and must be advertised publicly. Copy of the notification and advertising must be attached to the claim report.

## C.10 Upon death or putting-down

### A Post-mortem

Contact Agria if the underlying cause of the dog's death has not been determined. If Agria requires a post-mortem, the costs of the post-mortem are compensated, with an upper limit of NOK 5,000.

### B Death certificate and identification

If Agria does not require a post-mortem, a vet must issue a death certificate unless otherwise agreed in writing with Agria. The death certificate must contain information about the dog's name, any ID and/or chip number, breed, colour/markings as well as a brief description of the dog's illness or injury.

## C.11 Restrictions

### A Qualifying period

 The insurance has a qualifying period of 20 days. The qualifying period means that an illness and/or injury arising during this period is not compensated. The qualifying period also applies to an improvement to the insurance cover.

During the qualifying period, injuries caused by external trauma, acute poisoning or first-time occurrence of foreign bodies swallowed during the insurance period, are compensated.

### B General restrictions

 You cannot receive compensation if the loss (death/putting-down) is due to:

- a complication relating to illness, injury and treatment that is otherwise not compensated by the life insurance, with the exception of complications associated with castration/sterilisation, teeth cleaning or vaccination carried out during the insurance period
- behavioural problems, aggressiveness, poor temperament or bad habits
- phantom pregnancy
- teeth position defects, tartar, dental diseases, periodontitis and bite defects
- costs for putting-down and cremation

### C Breed-specific restrictions

 The following breed-specific restrictions apply:

- For Boston Terrier, Pug, English Bulldog and French Bulldog, life insurance is not paid if the dog dies or is put down as a consequence of narrowing in the airways, long soft palate, nostrils or narrowings of the throat.
- For Sharpei, life insurance is not paid if the dog dies or is put down as a result of eye, ear and skin diseases or excess skin.

## Agria Joint Insurance Conditions

### 1 The Insurance Agreement

Definition: the agreement entered into between the policyholder and Agria Animal Insurance and that regulates rights and obligations for the established insurance in accordance with laws and regulations.

The insurance agreement is also regulated by the Act relating to Insurance Contracts of 16 June 1989 (FAL) and other existing legislation.

The pet owner is identified by actions and omissions from a person who by his consent is responsible for the animal.

#### 1.1 The insurance does not apply to:

- illness, injury or concealed fault which existed (had begun before the insurance came into effect, irrespective of when the fault was first discovered)
- illness or injury that existed or had begun at the time of an increase in the insurance sum, or scope of cover, with regard to the increase
- complications from aforementioned illness, injury or concealed fault

Evidence-based veterinary medicine (i.e. supported by clinical studies published in international scientific journals) determines when an instance of illness or injury is regarded as having commenced, irrespective of when the injury or illness could be observed for the first time.

Treatment or examination that, according to independent veterinary medical expertise and scientific literature, is not necessary to treat injury or illness and/or relieve pain falls outside the area of responsibility of the insurance agreement. The examination and treatment method shall according to independent veterinary medical expertise and scientific literature be counted as evidence-based veterinary medicine.

#### 1.2 When the insurance cover commences and duration

The insurance agreement applies from the date the agreement is accepted by the parties. If it is agreed that the insurance will come into effect at a later date, the insurance agreement will apply from 00.00 on the agreed date, unless otherwise indicated in the insurance certificate.

The insurance agreement applies for one year and is automatically renewed for one year on expiry of the insurance period.

Agria may amend the premium and conditions every year on the main due-by date.

### **1.3 Right to cancel insurance**

Both parties to the insurance agreement are entitled to terminate the agreement on the main due-by date.

If the policyholder terminates the insurance agreement on the main due-by date, notice shall be given to the company before expiry of the insurance period, cf. FAL § 3-4.

If Agria terminates the insurance agreement on the main due-by date, you shall be informed of this no later than two months before the insurance ceases. Notice must be in writing, with reasons given. Specific reasons must exist that make it reasonable to cancel the insurance, cf. FAL § 3-5. If the insurance agreement has been terminated by Agria, right of appeal is available, note point 5 "Reconsideration/appeal".

### **The policyholder's specific rights to termination during the insurance period:**

You can terminate your insurance agreement during the course of the insurance period if:

- the need for insurance ceases
- the policy is transferred to another company
- there are other specific reasons

Notification rules:

You must give Agria notice of at least one month before the termination will come into effect. When transferring insurance, the notice must include which company the insurance is being transferred to and the date of the transfer.

### **Agria's specific rights to termination**

Agria can terminate the insurance agreement during the course of the insurance period if:

- the policyholder or other parties they are identified with have given incorrect or incomplete information about the risks on significant points. The notice period in that instance is 14 days
- incorrect or incomplete information has fraudulently been given about the risks on significant points.

The insurance agreement and other insurance agreements

Agria has with the policyholder can in that instance be terminated with immediate effect

- fraud is discovered in the claims settlement. The notice period in that instance is one week
- if the policyholder has not kept to stated payment terms, the insurance agreement will cease in its entirety, note point 2 "Premium payment". Agria will not give compensation for injuries or illnesses that arise after the notified termination date.

### **1.4 For whom the insurance applies**

The insurance can only be used by the pet owner unless otherwise agreed with us. In the event of change of ownership, our consent is required in order for the insurance agreement to continue to apply. In this context we reserve the right to examine possible amendments to the insurance agreement. The insurance only covers legal interests that can be assigned a monetary value.

### **1.5 Stays outside the Nordic region**

If the insured animal is transported outside the Nordic region or is staying in a location outside the Nordic region, our liability ceases unless otherwise agreed.

## **2. Payment of premiums**

The premium must be paid within one month of the date Agria sent the premium notification. If the premium is not paid within one month, the premium payment will be delayed. If the premium is not paid within 14 days of having sent notice of termination, the insurance ceases to apply.

### **2.1 Half-year premium**

The premium must be paid no later than the due date stated in the premium notification.

### **2.2 Delay charge (late fee)**

In the event of late premium payment Agria is entitled to demand a delay charge.

### **2.3 Immediate premium payment**

Agria can require that the insurance period only begins to run once the first premium is registered as paid to Agria.

## 2.4 Repayment of premium

If the insurance ceases during the insurance period, any excess premium is repaid. The repaid premium represents a pro rata share of the premium that the remaining insurance period constitutes in number of whole months in relation to the total insurance period.

## 3 Claims settlement and compensation

### 3.1 In the event of injury

Injury must be reported to Agria without undue delay. You must report your claim within one year of becoming aware of the situation (injury/illness/accident) in order not to lose your right to compensation. You are obliged to give us the documents and the information we require, and to inform us of anything that is relevant for assessment of the loss incident. Agria is entitled to obtain information from a vet or other expert.

You must call in/visit a vet at once if an animal becomes sick or shows signs of lethargy or emaciation, unless the vet expressly says that it is not necessary. A vet must also immediately be contacted again if the animal's condition worsens during the course of ongoing treatment. A sick animal must be treated by a vet, and the vet's instructions must be followed without exception throughout the illness period. The same applies to any instructions that the insurance company may give.

If an injury is reported to the police, you must send a copy of the report to us if we request it. Compensation requires that the case be finally settled, and this can be documented.

You are obliged to inform Agria if you have received compensation or can obtain it from another source.

### 3.2 You can lose the right to compensation

Your right pursuant to the insurance agreement ceases or is reduced, in accordance with the provisions in the Act relating to Insurance Contracts and general law of torts, if you negligently or deliberately or fraudulently have withheld information that is important for assessment of the claim.

The animal must be insured with correct breed designation and it is the responsibility of the policyholder to take care of this. If the animal has been insured with the wrong breed designation and this has not been reported to Agria, the agreement can be terminated, or our responsibility will be proportionally reduced in the event of illness or injury, cf. FAL § 4-1 to 4-4.

### 3.2.1 Abuse

To receive compensation as a result of abuse, by parties other than yourself or the insured, the case must have been reported to the police.

Your right to compensation may be reduced or cease if you or the insured intentionally, through gross negligence, gross mismanagement or animal cruelty have contributed to the injury or increased the extent of the injury.

### 3.3 Calculating compensation

The insurance is not intended to give you any profit, it should merely compensate any financial loss you have suffered, even if the applicable insurance sum would be higher.

### In the event of an increase in insurance sum or insurance scope

Compensation is calculated based on the conditions and the insurance sum that were applicable at the time the illness or injury arose. This also applies to how the insurance scope has increased at the time of the financial loss.

Valuation does not take into account imperfections that only affect the animal's sales value, and that do not reduce the utility value for breeding and other purposes.

The following will be deducted from the compensation sum:

- VAT, if you are subject to VAT
- costs not covered by the insurance
- excess
- payable premium and other demands
- compensation paid out by the state or other party

### 3.4 Double insurance

If there are several insurance policies in place giving the same insurance protection, the total compensation must not exceed the financial scope of the injury. The compensation is divided between the insurance policies in accordance with the regulations in the Act relating to Insurance Contracts.

### 3.5 Transfer of claim

If compensation has been paid for injury or illness that others are responsible for, Agria will take over your compensation claim ahead of these. To the extent we have paid out compensation for injury, your right to demand compensation from the party responsible for the injury will be transferred to us.

### 3.6 Courts

If we fully or partially reject your claim for compensation, you lose your right to compensation if the case is not brought before a court or jury handling demanded within six months of having received written notification of the rejection, cf. FAL § 8-5.

Disputes arising from the insurance agreement will be settled in a Norwegian court.

### 3.7 Safety instructions

You as pet owner, and others who are responsible for the animal, are duty bound to handle the animal in accordance with requirements from the Norwegian Environment Agency, the Norwegian Food Safety Authority and other applicable legislation.

In the event of deviation from a safety instruction, our liability may be reduced or cease in accordance with the Act relating to Insurance Contracts, cf. FAL § 4-8.

We are entitled to inspect insured animals and the conditions they live in. If we are prevented from inspecting the animals, we can terminate the insurance agreement with two months' notice.

### 3.8 Reference to vets

Agria is entitled to refer to specific vets before compensation can be paid.

### 3.9 Identification

If a horse needs to be either shown to a vet or a post-mortem needs to be performed, you must have a representative of Agria or the person who performs emergency slaughter or cadaver retrieval issue a written declaration that he/she has seen and identified the dead horse. The declaration must contain information regarding the horse's name, any ID and/or chip number, breed and colour/markings as well as a description of the loss incident and the horse's injuries or illness. If you cannot get hold of a vet or Agria's representative, you can in exceptional cases have two impartial witnesses issue the declaration, and enclose photo documentation.

## 4 Limitations to the company's liability

### 4.1 Reservation

If a reservation/exception is inserted in the insurance document for an illness, injury or fault, costs owing to this will not be compensated, nor complications or consequences of this.

### 4.2 War, atomic event, damage by fire and terror (force majeure), etc.

The insurance is not liable for loss or damage, and increase in loss or damage, directly or indirectly caused by/or connected to:

- Act of terrorism
- Act of terrorism refers to unlawful use of, or threat of, force or violence against persons or property in an attempt to put pressure on the country's authorities or population or society in other respects in order to achieve political, religious or ideological objectives.
- Earthquake or volcanic eruption
- War or warlike action, revolt, revolution or similar disturbance of public order
- Strike, lockout, blockade or other similar event

Damage directly or indirectly caused by atomic reaction, e.g. nuclear fission or fusion or radioactive waste/radiation, or hazardous dispersion of biological or chemical substances. Neither does the insurance cover damage directly or indirectly caused by breach of power plant dam or control dam for electricity production.

## 5 Consent to processing of personal information

Through the insurance agreement you give your consent for processing of personal information.

We process personal information as necessary to be able to fulfil our insurance obligations. The information generally comes direct from you. It may also be given to other companies and organisations that we collaborate with both within and outside the EEA and EU area. We may coordinate the information with other registers, for example, the national register, to maintain good customer and register care.

The information is used, among other things, to enter into and administer agreements and to execute agreements and legal obligations. It is also used to give an overall picture of the insurance policies you have with us, as a basis to inform about our services and to provide general good service as well as in market analyses and marketing of our products.

According to the Act of 14 April 2000 no. 31 relating to the processing of personal data (Personal Data Act) you are entitled to view the information we have about you, and to demand correction of erroneous or incomplete information. If you have any questions about the company's use of personal information and who our partners are, you can contact: Agria Dyreforsikring, Personopplysninger, Postboks 5080, 8608 Mo i Rana, Norway. We particularly draw your attention to the fact that if you do not wish to receive direct marketing in the future, you can opt out of this at any time by either contacting us or the central marketing exclusion register in Brønnøysund.

## **6 Reconsideration/appeal**

If you are dissatisfied or disagree with our decision, please get in touch.

If you have new information that is important to the decision, or you believe that Agria has made a decision on erroneous grounds, please submit a complaint detailing this. The case can also be taken up with the Norwegian Financial Services Complaints Board or brought before the courts. Please note that complaints cannot be examined by multiple courts at the same time. If you wish to send your complaint to Agria, this must be done before you send it to the Norwegian Financial Services Complaints Board.

If complaint or jury handling is not demanded within six months of you having received a written rejection, Agria is free from liability, cf. Act relating to Insurance Contracts § 8-5 and § 20-5.

The complaint can be sent by e-mail to [smadyr@agria.no](mailto:smadyr@agria.no), [hest@agria.no](mailto:hest@agria.no), or by post to Agria Dyreforsikring, Skademeldinger, Postboks 5080, 8608 Mo i Rana, Norway. Remember to state your claim number and/or insurance number. Cases for the Norwegian Financial Services Complaints Board should be sent to Finansklagenemnda, Postboks 53 Skøyen, 0212 Oslo, Norway.



## CONTACT US

 Telephone: +47 24 12 40 00, weekdays 08.00-17.00

 Claims can also be notified via Mitt Agria at [agria.no](https://agria.no).

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