

# Agria Small Pets and Birds



*Valid from 1 April 2021*

**Agria**   
Djurförsäkring

# Terms Small Pets and Birds

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### RABBITS AND BIRDS IN THE TERMS

To describe the different sections of the terms and conditions, there are rabbits and birds in different colours to assist you.



#### Green rabbit or bird

Shows what the insurance covers.



#### Yellow rabbit or bird

Shows the insurance's specific terms and due diligence requirements of care. If the due diligence requirements of care are not complied with, compensation may be fully or partially reduced.



#### Red rabbit

Shows what the insurance does not cover.

#### Note!

This is a translation of the Swedish insurance terms and General terms and Conditions for Agria's small pets and bird insurance policies. If there has been an error in the translation or if the terms contradict each other, it is always the original Swedish version that applies.

# Welcome to Agria Pet Insurance

## Insurance terms

This booklet sets out the insurance terms and General Terms and Conditions for Agria's small pet and bird insurance policies which are valid from 1 April 2021. Unless otherwise agreed, your terms consist of three parts: the insurance policy document, the terms for the policy you have taken out and the General Terms and Conditions for Agria's small pet and bird insurance policies. In addition, the Swedish Insurance Contract Law (försäkringsavtalslagen, FAL) and the relevant parts of other legislation apply.

Certain parts of the insurance terms may change over time. We will inform you of any such changes that may occur before a new period of insurance in the form of a terms supplement. A terms supplement that is dated later than these terms or the General Terms and Conditions replaces the corresponding points in the terms. If a term in the General Terms and Conditions and an insurance term contradict each other, the insurance term will always apply.

## Check your insurance

As soon as you receive your insurance policy document, it is important that you check that the details are correct and match the insurance you applied for. If any of the details are incorrect, you must contact Agria as soon as possible and inform of the error. If you fail to do this, compensation may be reduced or refused completely. You can read more about reductions in section E.6 in the General Terms and Conditions.

## In the event of a claim

As soon as you are affected by a claim incident, it is important that you take part of the insurance terms and the conditions and requirements that must be met for the claim incident to be covered by the insurance.

## Pre-approval

If you are unsure whether a treatment or any other claim incident is covered by the insurance, you can get the treating veterinarian to request pre-approval from Agria. You can read more about the pre-approval procedure in section E.4.1 of the General Terms and Conditions.


## Direct settlement

If the clinic has a direct settlement contract with Agria, you can ask the animal clinic to report the claim incident to Agria


on your behalf. You must cooperate with the animal clinic to ensure that they can submit all the information about the pet's illness and treatment history, as well as any other circumstances regarding the claim incident. Agria is always entitled to decide whether direct settlement can be made in the individual case. If there is a direct settlement, Agria will pay the compensation directly to the clinic. Therefore, you only need to pay the clinic for the costs that are not covered by the insurance. You can read more about direct settlement in section E.4.2 in the General Terms and Conditions.

# A Agria Small Pet Species Insurance


## A.1 The insurance applies to

 The insurance is stated with the species of your small pet in the insurance policy document. The insurance with supplementary insurance covers the policyholder or other person caring for the animal.


## A.2 When the insurance applies

 The insurance is valid for insurance cases that occur during the insurance term.


## A.3 Where the insurance is valid

 The insurance is valid in Sweden. It is valid for a maximum period of one year in the EU member countries, the United Kingdom, Norway and Switzerland, starting from the day of departure from Sweden.

## A.4 Insured animal

 The insurance covers the animal or animals that are specified in the insurance policy document.

## A.5 Maximum benefit

 The maximum benefit is SEK 10,000 or SEK 20,000. The amount that you have chosen is stated in your insurance policy document and is the highest compensation that you can receive from the insurance each insurance year.

If you have selected SEK 10,000 as the maximum benefit for veterinary care, you can at any time during the insurance year buy an additional amount of SEK 10,000, that covers illnesses and accidents which subsequently occur and are covered by the insurance. The additional amount can only be used once the original amount of SEK 10,000 has fully been used. This


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additional amount is discontinued automatically at the end of the insurance year.

For rabbits and ferrets, the maximum benefit for prescription medicines is SEK 1,500. The amount is stated in the insurance policy document and is the highest compensation that you can receive from the insurance each insurance year. The amount is not included in the total maximum benefit for veterinary care.

## A.6 Insurance cover

### A.6.1 Veterinary care

 The insurance covers the costs that you have incurred during the insurance term when a veterinarian examines and treats the insured animal with clinical symptoms of an illness or accident, which occurs during this period and is covered by the insurance. The examination and treatment of the accident or illness must be medically justified, according to Swedish veterinary medical expertise, follow guidelines and norms issued by the Swedish Veterinary Association and comply with science and proven experience.

The term accident refers to a traumatic injury that is caused by a sudden external event. If a veterinarian confirms that the animal has swallowed a foreign object or the animal suffers from acute poisoning, this is also considered to be an accident.

An accident does not include heat stroke or a tick bite and consequences thereof. An accident does not include conditions which, even if they are found after an accident, are the result of an illness, according to veterinary medical assessment.


### A.6.2 Special Conditions

#### SPECIAL CONDITIONS


Caesarean section

MRI-, CT- examinations and scintigraphy


#### a) Caesarean section

 The insurance covers a caesarean section for a female with the prerequisite that the female has not previously had a caesarean section. Caesarean section is only covered if the female is provenly unable to give birth herself, or can not give birth herself after receiving medical treatment.

#### b) MRI-, CT-examinations (magnetic resonance imaging and computerised tomography) and scintigraphy


 Compensation is provided for examinations that are pre-approved by Agria. Read more about the pre-approval procedure in section E.4.1 of the General Terms and Conditions.

## A.7 Medicines


 The insurance covers the costs you have incurred for prescription medicines for your insured rabbit or ferret.

## A.8 Limitations


### A.8.1 Waiting period

 The insurance has a waiting period of 20 days. Waiting period means that the insurance will not cover illnesses that started to develop during the waiting period from the time the insurance came into force. For more information, see the General Terms and Conditions section E.1.4 and E.1.5. No waiting period applies for injuries caused by a sudden external event.

### A.8.2 General restrictions

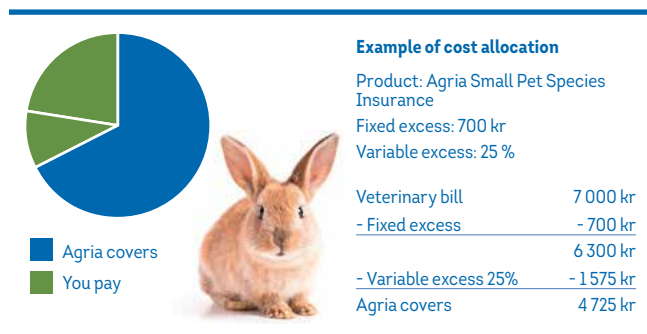
-  The insurance does not cover costs for:
- preventive treatment, treatment using autologous conditioned serum/plasma (ACS), acupuncture, chiropractic manipulation, shockwave therapy, laser treatment or other types of alternative medicine.
  - behavioural disorders, temperament issues or other bad habits.
  - poor oral and dental status, malocclusion, or the consequences thereof. This applies for rodents and rabbits.
  - providing certificates, administrative or advisory costs.
  - out-of-hour charges or similar costs, if they have not been medically justified.
  - medication (prescription-based or issued by a veterinarian), prescription diet, shampoo and other products prescribed or sold by the veterinarian. The limitation for prescription-based medicines does not apply to rabbits and ferrets.
  - the veterinarian's costs of travel, transport of the animal or other trips.
  - euthanasia, post-mortem examination or cremation.
  - taking samples for and analysing antibodies to indicate an infectious agent.
  - complications resulting from illness, injury or treatment that would otherwise not be covered, except for complications with neutering or vaccination.

## A.9 Excess

 The insurance and its supplementary insurance policies have a fixed and a variable excess amount. We deduct one fixed excess amount per excess period. The variable excess is



deducted from the costs that exceed the fixed excess. The fixed and variable excesses that you have selected are stated in your insurance policy document. An excess period is 125 days. We calculate the excess period from the date of the earliest costs incurred for which you have requested compensation.



## B Agria Bird Insurance

### B.1 The insurance applies to

The insurance with supplementary insurance covers the policyholder or other person caring for the bird.

### B.2 When the insurance applies

The insurance is valid for insurance cases that occur during the insurance term.

### B.3 Where the insurance is valid

The insurance is valid in Sweden. It is valid for a maximum period of one year in the EU member countries, the United Kingdom, Norway and Switzerland, starting from the day of departure from Sweden.

### B.4 Insured animal

The insurance covers the bird or birds that are specified in the insurance policy document.

### B.5 Maximum benefit

The maximum benefit is SEK 10,000 or SEK 20,000. The amount that you have chosen is stated in your insurance policy document and is the highest compensation that you can receive from the insurance each insurance year.

If you have selected SEK 10,000 as the maximum benefit for veterinary care, you can at any time during the insurance year buy an additional amount of SEK 10,000, that covers illnesses

and accidents which subsequently occur and are covered by the insurance. The additional amount can only be used once the original amount of SEK 10,000 has fully been used. This additional amount is discontinued automatically at the end of the insurance year.

## B.6 Insurance cover

### B.6.1 Veterinary care

The insurance covers the costs that you have incurred during the insurance term when a veterinarian examines and treats the insured bird with clinical symptoms of an illness or accident, which occurs during this period and is covered by the insurance. The examination and treatment of the accident or illness must be medically justified, according to Swedish veterinary medical expertise, follow guidelines and norms issued by the Swedish Veterinary Association and comply with science and proven experience.

The term accident refers to a traumatic injury that is caused by a sudden external event. If a veterinarian confirms that the bird has swallowed a foreign object or the bird suffers from acute poisoning, this is also considered to be an accident.

An accident does not include heat stroke or a tick bite and consequences thereof. An accident does not include conditions which, even if they are found after an accident, are the result of an illness, according to veterinary medical assessment.

### B.6.2 Special Conditions

#### SPECIAL CONDITIONS

MRI-, CT- examinations and scintigraphy

Feather plucking

a) MRI-, CT-examinations (magnetic resonance imaging and computerised tomography) and scintigraphy

Compensation is provided for examinations that are pre-approved by Agria. Read more about the pre-approval procedure in section E.4.1 of the General Terms and Conditions.

b) Feather plucking

Compensation is provided with a maximum of SEK 2,000 for examinations due to feather plucking. Further compensation is provided if the veterinarian determines an underlying disease causing the feather plucking.

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## B.7 Limitations

### B.7.1 Waiting period

🐦 The insurance has a waiting period of 20 days. Waiting period means that the insurance will not cover illnesses that started to develop during the waiting period from the time the insurance came into force. For more information, see the General Terms and Conditions section E.1.4 and E.1.5. No waiting period applies for injuries caused by a sudden external event.

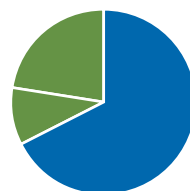
### B.7.2 General restrictions

🐦 The insurance does not cover costs for:

- preventive treatment, treatment using autologous conditioned serum/plasma (ACS), acupuncture, chiropractic manipulation, shockwave therapy, laser treatment or other types of alternative medicine.
- behavioural disorders, temperament issues or other bad habits.
- providing certificates, administrative or advisory costs.
- Out-of-hour charges or similar costs, if they have not been medically justified.
- medication (prescription-based or issued by a veterinarian), prescription diet, shampoo and other products prescribed or sold by the veterinarian.
- the veterinarian's costs of travel, transport of the bird or other trips.
- euthanasia, post-mortem examination or cremation.
- taking samples for and analysing antibodies to indicate an infectious agent.
- complications resulting from illness, injury or treatment that would otherwise not be covered.

## B.8 Excess

🐦 The insurance and its supplementary insurance policies have a fixed and a variable excess amount. We deduct one fixed excess amount per excess period. The variable excess is deducted from the costs that exceed the fixed excess. The fixed and variable excesses that you have selected are stated in your insurance policy document. An excess period is 125 days. We calculate the excess period from the date of the earliest costs incurred for which you have requested compensation.



■ Agria covers  
■ You pay



### Example of cost allocation

Product: Agria Bird Insurance  
Fixed excess: 700 kr  
Variable excess: 25 %

Veterinary bill	7 000 kr
- Fixed excess	- 700 kr
	6 300 kr
- Variable excess 25%	- 1 575 kr
Agria covers	4 725 kr

## C Agria Medicine, supplementary insurance

This insurance can only be taken out as a supplement to Agria Small Pet Species Insurance and Agria Bird Insurance. The insurance policy document states whether you have chosen to take out Agria Medicine insurance.

### Insurance cover

🐦🐦 The insurance covers the costs you have incurred for prescription medicines up to a maximum benefit of SEK 1,500 each insurance year. The insurance is subject to the same terms as for the Agria Small Pet Species Insurance and Agria Bird Insurance. The amount is not included in the total maximum benefit in the veterinary care insurance.

## D Agria Life


### D.1 The insurance applies to

🐦🐦 The insurance covers the policyholder in their capacity as the owner of the animal, or a policyholder who is not the owner of the animal but has a significant financial interest in the animal. In addition, the insurance only covers another owner of the animal who is a member of the policyholder's household.


### D.2 When the insurance applies

🐦🐦 The insurance is valid for insurance cases that occur during the insurance term and that are covered by the insurance.


### D.3 Where the insurance is valid

 The insurance is valid in Sweden. It is valid for a maximum period of one year in the EU member countries, the United Kingdom, Norway and Switzerland, starting from the day of departure from Sweden.


### D.4 Insured animal

 The insurance covers the animal or animals that are specified in the insurance policy document.

### D.5 Maximum benefit

 The maximum benefit is stated in your insurance policy document and is the highest compensation that you can receive from the insurance. For ID-marked small pets and birds (not parrots), the maximum benefit is SEK 5,000.

### D.6 Insurance cover


 Compensation is provided up to the maximum benefit if the insured animal is subject to severe illness or accident and can not be treated or is not viable for a prolonged life and therefore must be euthanised according to veterinary medical assessment.

The term accident refers to a traumatic injury that is caused by a sudden external event. If the veterinarian confirms that the animal has swallowed a foreign object or the animal suffers from acute poisoning, this is also considered to be an accident.

An accident does not include heat stroke or a tick bite and consequences thereof. An accident does not include conditions which, even if they are found after an accident, are the result of an illness, according to veterinary medical assessment.

If the animal has both life insurance and veterinary care insurance, we may compensate the life insurance if it is clear that compensation from valid veterinary care insurance would exceed the maximum benefit in the life insurance. You must contact us for an assessment.

### D.7 In the event of a claim

 If you have not complied with the conditions of due diligence requirements or instructions at the time of or prior to the claim incident, the compensation could be reduced in accordance with the provisions of the Insurance Contract Law (FAL). See section E.6 in the General Terms and Conditions.

If the animal is deceased or must be euthanised, the following applies:

#### a) Post-mortem examination

You must contact us for an assessment. You will not need to have a post-mortem examination carried out if we grant an exemption. We can request post-mortem examination if:

- the animal is deceased or was euthanised without the underlying cause of illness or injury having been determined.
- the animal is deceased as a result of a sudden, unforeseen event.
- the insurance cover has been increased in the last year.
- the animal has been insured with us for less than one year.


If we have requested the post-mortem examination, the costs for the post-mortem examination, transport and cremation are compensated in addition to the maximum benefit, up to a maximum of SEK 5,000. A post-mortem examination means a macroscopic and microscopic examination of the dead animal's body. We do not accept post-mortem examinations performed on an animal that has been frozen, buried or is otherwise unsuitable for examination.

#### b) Identification


If the animal does not need to have a post-mortem examination, you must have a veterinarian certify that he/she has seen and identified the dead animal. The veterinary certificate must contain a description of the claim incident, details about the animal's name, breed and colour, as well as the chip- or ID-number.

## D.8 Limitations

### D.8.1 Waiting period

 The insurance has a waiting period of 20 days. The waiting period means that the insurance will not cover illnesses that started during the waiting period from the time the insurance came into force. For more information, see the General Terms and Conditions section E.1.4 and E.1.5

### D.8.2 General restrictions

 The insurance cover does not apply if the animal is deceased or was euthanised as a result of:

- behavioural disorders, temperament issues or other bad habits.
- poor oral and dental status or malocclusion, applying to rodents and rabbits.
- complications due to illness, injury or treatment that would otherwise not be compensated.

## D.9 Excess

 The insurance does not have an excess.

## E General Terms and Conditions for Agria's small pet and bird insurance policies

### E.1 When and how the insurance is valid

#### E.1.1 Insurance contract

Subject to the insurance policy's approval, the following terms apply:

- The insurance comes into force from the time you took out the policy.
- If it is not possible to determine the start of the insurance as described in the above paragraph, the insurance always starts from upcoming midnight, i.e. the day following the day you took out the insurance.
- The insurance period is always one year unless otherwise is agreed.

#### E.1.2 Agria's liability

Our liability applies during the period that the insurance is in force. The insurance compensates the financial loss and costs incurred during the period of insurance term and is based on diseases, injuries or other claim incidents that have occurred during this time and are covered by the insurance. Costs and life- and utility losses arising after our liability has ended, for example, due to the termination of the insurance, will not be compensated.

#### E.1.3 Restrictions on the validity of the insurance

The insurance does not cover diseases, physical defects, injuries or other loss events considered to be congenital, to have occurred or begun to develop before the insurance was taken out, as well as physical defects, injuries or other loss events related to such conditions. Complications arising from such conditions are not covered by the insurance either. It is the veterinary medical assessment that determines when a disease or an injury is considered to have begun.

The insurance covers the costs for examinations, treatment or care given to veterinarian and animal health staff's own animals, provided that the cost for the care given is reasonable. Agria only covers the costs of what the corresponding examination or treatment would have cost at another care provider.

#### E.1.4 Waiting period

Waiting period means that the insurance does not cover diseases, physical defects and injuries and consequences thereof,

commencing within a certain period after the insurance came into force and the premium has been paid. If the insurance cover is extended, a new waiting period applies for the extended part. The insurance terms state how long the waiting period is.

#### E.1.5 Exemption from waiting period

No waiting period applies to the following events:

- Injury caused by a sudden external event.
- In the case of a new insurance if a corresponding insurance policy existed for the animal with Agria or another insurance company for at least 20 days before the date the insurance is taken out, the animal will receive continuous insurance cover.

#### E.1.6 Restrictions in the insurance cover (reservations)

We are entitled to make a reservation for diseases, physical defects and injuries that displayed symptoms before the insurance came into force. If the insurance's cover is restricted with a reservation, the reservation includes complications and consequences of the diseases, physical defects, injuries or other claim incidents from which the reservation originates. This also applies to diseases, physical defects, injuries or other claim incidents that are related to the reservation. If the reservation can be reviewed, this is indicated in your insurance policy document.

## E.2 Renewal and termination

### E.2.1 Renewal of insurance

The insurance is usually renewed automatically for policyholders who are consumers, unless notice to terminate the insurance has been given before the end of the insurance period. If the insurance is not renewed automatically, this is stated in the insurance policy document. A month before the renewal date, we will send a new insurance policy document asking whether you want to renew the policy for another year. The document comes with a notice of payment and notification of any changes to the terms.

For those involved on a commercial basis, the provisions in the Insurance Contract Law (FAL) apply.

### E.2.2 Termination of insurance

You can terminate the insurance during the period of insurance if the need for insurance has ceased to exist. You may give notice at any time to terminate the insurance on the renewal date. We may terminate the insurance during the period of insurance if this action is supported under the Insurance Contract Law (FAL).



## **E.3 Payment of insurance**

### **S.3.1 Premiums**

In the case of a new insurance or an extension of the insurance cover, the premium must be paid within 14 days from the date we sent you the premium notice. This does not apply if the insurance under section E.3.2 comes into force by you paying the premium. Upon renewal, the premium must be paid no later than when the new period of insurance begins.

If you pay the premium by direct debit, the premium for each premium period must be paid on the first day of the period. If the premium applies to a later period, e.g. for a renewal of the policy, it must be paid within one month after you have been informed. If you pay by direct debit, the provisions of the direct debit agreement also applies. If the direct debit expires, the premium will be notified for the unpaid section of the period of insurance.

In the case of late premium payment, we are entitled to charge a reminder fee of SEK 50.

### **E.3.2 Immediate payment of premium**

We are entitled to request immediate payment of premium. This means that the insurance comes into force the day after the date on which the premium is paid. If this is the case, it is stated in your insurance policy document.

### **E.3.3 Termination due to late payment of premium**

If the premiums are not paid on time, we are entitled to terminate the insurance unless the delay is of small significance. If we terminate the insurance, you will receive written notice of this. The insurance is terminated on the date specified in the termination letter, unless the premium is paid before then.

If you pay the premium after the insurance has been terminated due to lack of payment, the payment is considered as an application for a new insurance on the same terms from the day following the day on which the premium was paid. If we do not approve the insurance, we must inform you of this within 14 days, otherwise you are deemed to have taken out a policy.

### **E.3.4 Refund of premium**

If the insurance is terminated by you or us, you will receive a refund of the part of the premium that you are entitled to.

A premium of less than SEK 100 is not refundable.

## **E.4 If a claim incident has occurred**

You must report any claim incident to Agria without delay. You

are required to contribute to the investigation of the loss event and provide us with all the information relevant to the assessment of the insurance case and to our liability. You should be able to present veterinary certificates, record abstracts, examination results, receipts, invoices, police reports etc. Medical records, certificates and invoices must be written in English, Swedish or another Nordic language.

Upon request, you must let Agria inspect the animal and the location in which the animal got injured.

You give Agria the permission to obtain information directly from veterinarians and authorities.

As a pet owner, you are always the buyer of care from veterinary surgeons and clinics.

Costs must be specified and certificates must not be issued by a biased person. You must also inform us if you are liable for VAT.

Agria has the right at any time to assign a specific veterinarian or animal clinic and you are obliged to cooperate with it; otherwise, your right to compensation may be reduced or refused completely.

If the claim incident is a result of any of the below, the following provisions apply:

- Traffic accidents: You must provide information about the driver, the vehicle registration number and the insurance company that the vehicle was insured with.
- Animal cruelty: You must report the event to the police by phone, telephone number 114 14.

### **E.4.1 Pre-approval**

If you are unsure whether a treatment or any other claim incident is covered by the insurance, you can get the treating veterinarian to request pre-approval from Agria's veterinarian or claims handler. In the case of pre-approval, the full details of the animal's illness and treatment history, as well as any other circumstances regarding the claim incident must be provided; otherwise, the compensation may be reduced or refused completely. See section E.6.

### **E.4.2 Direct settlement**

If the clinic has signed a direct settlement contract with Agria, you can ask the clinic to report the claim incident to Agria on

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your behalf. You must cooperate with the clinic to ensure that it can supply all the information about the animal's illness and treatment history, as well as the other circumstances regarding the claim incident. Agria is always entitled to decide whether direct settlement will be made in the individual case. If there is a direct settlement, Agria will pay the compensation directly to the clinic. Therefore, you only need to pay the clinic for the costs that are not covered by the insurance. If Agria decides that it is not suitable to settle a case directly, we are entitled to refuse direct settlement. A prerequisite for direct settlement is that the policy is valid, the premium has been paid and the claim incident is covered by the insurance. You are always the buyer in relation to the veterinary care clinic, even if a direct settlement is made.

If circumstances were to come to light that, if they had been known at the time of direct settlement, would have led to a complete or partial reduction in compensation or that the insurance company would not have been liable, Agria is entitled to reclaim any overpaid compensation from you. See section E.6.

## E.5 General duty of care and rescue obligation

You must observe the following duty of care to prevent or limit injury to the animal:

1. You must comply with the Animal Welfare Act and the regulations issued under the Animal Welfare Act and with other legislation, ordinances and regulations that are designed to prevent disease and injury in animals, such as the SJVFS (Statens Jordbruksverk) regulations and general advice. You must also follow the decisions and orders from veterinarians and the authorities.
2. If the animal becomes ill or injured or shows symptoms of disease, signs of lethargy or loss of weight, you must contact or call out a veterinarian immediately.
3. You must follow the instructions and recommendations of the veterinarian regarding treatment, aftercare and rehabilitation of your animal.
4. You must contact or call out the veterinarian again if your animal's health does not improve with ongoing treatment, aftercare and rehabilitation.

The animal must have been handled in accordance with:

- Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by controlling trade with them (CITES Convention).
- Commission Regulation (EC) No 856/2006 of 4 May

2006 laying down detailed rules for the application of Council Regulation (EC) No 338/97 on the protection of wild species animals and plants by controlling trade with them.

- The Environmental Code.
- SJVFS (Statens Jordbruksverk) (SJVFS 1999:89) on measures concerning animals and plants belonging to protected species.

## E.6 Reduction of insurance compensation

In some cases, your insurance compensation may be reduced in accordance with provisions in the Insurance Contracts Act on the grounds that you have not cooperated with the investigation or complied with your obligations under the terms and conditions, legislation or official instructions.

### E.6.1 Check your insurance

The details that form the basis of your insurance are stated in your insurance policy document. You must ensure that this information is correct and contact us if something is incorrect or if the information specified in the insurance policy document changes. Failure to do this may result in a reduction of your compensation.

### E.6.2 Breach of the duty of care, instructions in the case of injury etc.

If you have not complied with the duties of care or instructions in the terms at the time of or before the claim incident, the compensation could be reduced according to the provisions of the Insurance Contract Law (FAL).

As part of this, we will consider the potential the animal would have had, according to veterinary medical expertise, to remain healthy, recover or stay alive if the duty of care had been complied with.

### E.6.3 Incorrect details

If you provided incorrect details when you took out the insurance or failed to change the incorrect details forming the basis for the policy, the compensation may be reduced. The same applies if you provide incorrect details or withhold information after a claim incident, which is relevant to your right to compensation. The same also applies if you provide incorrect information or withhold information that is relevant to your right to compensation when requesting pre-approval or direct settlement.

#### **E.6.4 Causing an insurance claim**

If you have intentionally caused or exacerbated the insurance claim, you will not receive any compensation. If you negligently caused the insurance claim or exacerbated its effects, we are entitled to reduce the compensation in full or in part, in accordance with the procedures established by the Insurance Contracts Act. The same applies if you would otherwise be deemed to have acted or failed to act in the knowledge that there is a significant risk that the loss would occur.

Agria takes a particularly serious view on neglect, cruelty to animals, breeding animals with known hereditary diseases or defects and other instances of lack of care towards animals.

#### **E.6.5 Identification**

In some situations where compensation is reduced, we equate your actions with the actions of the person who is looking after the insured animal with your consent. When you engage someone to look after or care for your animal, the duty of care in the insurance terms also applies to this person.

If you operate on a commercial basis, the duty of care also applies to all persons who are employed or who have been engaged to look after or take care of the insured animal. If these persons breach the duty of care, we are entitled to reduce your compensation.

#### **E.7 Force majeure, fire, environmental, war and dam failure damage**

The insurance does not cover expenses or other losses as a result of environmental disaster, nuclear accidents, radioactivity, war, hostilities, civil war, revolution, acts of terrorism, insurrection or riot or because of labour disputes or confiscation, nationalisation, requisition, destruction of or damage to property based on decisions of a government or authority.

The insurance does not cover claim incidents that have been directly or indirectly caused by or in connection with a dam failure in a hydroelectric dam or regulating dam for electrical power generation.

The insurance does not cover expenses or other losses resulting from the settlement of claims, payment of compensation or other action being delayed because of any of the above events.

#### **E.8 Sanction**

The insurance compensates the legal interests covered by the policy. We do not provide insurance protection or compensa-

tion that contravenes sanctions or embargoes decided on by the UN, European Union or Sweden. We will not be considered as providing protection or being liable for settling compensation claims if this action exposes us to sanctions, bans or restrictions based on a decision adopted by the EU, UK or the U.S. If we have made a payment which fails to reach the recipient due to sanctions, we will be considered to have fulfilled our commitment under the contract.

### **E.9 General information regarding compensation**

#### **E.9.1 Maximum benefit**

The insurance compensates your financial loss up to the maximum benefit. The maximum benefit is stated in the terms and in your insurance policy document.

The maximum benefit for life insurance is based on the animal's market value. The market value means the amount that it would cost to purchase an equivalent animal immediately before the claim incident. You are responsible yourself for ensuring that the animal is correctly valued by us. We ignore the diseases and injuries that have caused the insurance claim and have arisen after the start of the period of insurance. We never pay more compensation than the market value, even if the maximum benefit is higher.

We make deductions from the compensation for:

- VAT, if you are liable for VAT.
- expenses not covered by the insurance.
- any excess.
- a reduction if you have not followed the applicable duty of care.
- premiums and other payments that have become due and that you have not paid.
- compensation that you received from an authority or another source.

#### **E.9.2 Payment of compensation**

We will pay the compensation no later than within one month after you have submitted a complete claim and have otherwise done what we require of you. No compensation or interest below SEK 100 is paid.

#### **E.9.3 Double insurance**

You must notify us if the animal has been insured with more than one insurance company, whether or not the claim incident has been notified to the other company. You are not entitled to higher compensation from the companies than the total value of the claim incident.

# Agria Small Pets and Birds

If the insured interest is also covered by another policy, and the other policy has a reservation for double insurance, the same reservation will also apply to this insurance.

## **E.9.4 Reclaiming**

If Agria has paid compensation for a claim incident, we assume the right to compensation from the person responsible for the claim incident up to the amount we have paid. You may not enter into an agreement with the person responsible for the claim incident, which means that you completely or partially waive your right to compensation from that person.

## **E.10 Limitation**

You will lose your right to compensation if you do not request compensation from us within ten years from the time when the relationship according to the insurance contract entitling you to such insurance cover began.

If you have submitted a claim to us within the time stated above, you always have six months in which to make an appeal since Agria issued the final decision regarding compensation.

## **E.11 How we treat your personal information**

Agria handles personal data according to what is specified in the information "Processing personal data", which you will find on our website [agria.se](http://agria.se). If you wish, you can have the information sent to you. In this case, contact Agria on +46 (0)775-88 88 88 or [info@agria.se](mailto:info@agria.se).

## **E.12 If we fail to reach agreement**

### **E.12.1 Reassessment**

Misunderstandings and lack of clarity may arise in regards to a claim. If you are not satisfied with our claims handling, you can ask Agria to review the case. Agria would like to receive your request for a review in writing. You can call our customer service center on +46 (0)775-88 88 88 or contact your claims handler to get more information about the review.

### **E.12.2 Claims Review Board**

You may request a review of the decision from the Claims Review Board, which is an independent insurance board administered by Agria. The Board examines disputes between us and policyholders regarding decisions on compensation. The Board's decisions are advisory. The Board does not consider issues of credibility, but only reviews questions regarding the right to compensation under the insurance terms.

You must submit your request no later than six months after we sent you the decision, or there is a risk that the Board will not admit the case for review.

Your request for review must be in writing and you must explain why you think the decision is wrong, as well as provide us with any eventual information on the case. Send your request for review to:

### **Claims Review Board**

(Skadeprövningsnämnden)  
Box 70306  
107 23 Stockholm

### **E.12.3 Customer complaints**

If you are not satisfied with any part of the handling by or contact with Agria, from the initial response to the ongoing contact or when your insurance ends, we would like you to tell us about it. You can call the Customer Service Center on +46 (0)775-88 88 88 or contact your insurance agent and state that you want to file a complaint.

### **E.12.4 Other advice and review**

Outside Agria, as a consumer, you can contact:

#### **National Board for Consumer Disputes**

(Allmänna reklamationsnämnden)  
Box 174  
101 23 Stockholm  
Tel: +46 (0)8-508 860 00  
[www.arn.se](http://www.arn.se)

#### **The Consumers Insurance Office**

(Konsumenternas Försäkringsbyrå)  
Box 24215  
104 51 Stockholm  
Tel: +46 (0)200-22 58 00  
[www.konsumenternas.se](http://www.konsumenternas.se)

You can also contact a consumer advisory service in your municipality.

All the above advice and review are available free of charge. If you are still not satisfied, you can always turn to the courts to have the case finally settled. Your legal costs can often be compensated through legal cover as part of your home insurance or business insurance. In this case, you will only pay the excess.

### **E.12.5 Applicable law**

This insurance is subject to Swedish law. Key provisions regarding the insurance contract are contained in the Insurance Contracts Act. Disputes about the insurance contract will be dealt with by Swedish courts, applicable Swedish law.



**Agria Djurförsäkring is the Länsförsäkringar Alliance's specialist company for pet and crop insurance. We will help you find an insurance policy that suits you and your pet.**

**Talk to your Agria agent, who you can find at [agria.se](https://www.agria.se) or call our Customer Service Center +46 (0)775-88 88 88.**

**Länsförsäkringar Bergslagen** +46 (0)21-19 01 00 | **Dalarnas Försäkringsbolag** +46 (0)23-930 00 | **Länsförsäkringar Göteborg and Bohuslän** +46 (0)31-63 80 00 | **Länsförsäkringar Jämtland** +46 (0)63-19 33 00 | **Länsförsäkringar Skaraborg** +46 (0)500-77 70 00 | **Länsförsäkringar Stockholm** +46 (0)8-562 830 00 | **Länsförsäkringar Södermanland** +46 (0)155-48 40 00 | **Länsförsäkringar Uppsala** +46 (0)18-68 55 00

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