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# General conditions of insurance (GCI). wau-miau.

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# General Conditions of Insurance (GCI)

Use of the male gender to facilitate readability is intended to also refer to the female gender.

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## Package options

Entitlement to benefits is subject to conclusion of an insurance contract. The cost limits and deductible are understood as being per calendar year. Unless otherwise stipulated, benefits are insured for an unlimited period.

| Health and accident insurance                                   | wau-miau basic                  | wau-miau clever | wau-miau optima |
|---|---------------------------------|-----------------|-----------------|
| Sum insured   | unlimited                       |                 |                 |
| Deductible per calendar year                                    | in accordance with the policy   |                 |                 |
| Assumption of costs   | 90% of costs (after deductible) |                 |                 |
| <b>Basic coverage</b>   |                                 |                 |                 |
| • Veterinary treatments and medicines                           | ✓                               | ✓               | ✓               |
| • Diagnostic tests and radiological examinations                | ✓                               | ✓               | ✓               |
| • Surgical procedures   | ✓                               | ✓               | ✓               |
| • Food and accommodation costs                                  | 200                             | ✓               | ✓               |
| • Emergency surcharges  | –                               | ✓               | ✓               |
| <b>Transport</b>  |                                 |                 |                 |
| Recovery, rescue, emergency transport                           | –                               | 500             | 800             |
| <b>Rehabilitation</b>   |                                 |                 |                 |
| Chiropractic, manual/apparatus-based physiotherapy              | –                               | 500             | 800             |
| <b>Complementary/alternative medicine</b>                       |                                 |                 |                 |
| Acupuncture, osteopathy, bioresonance, phytotherapy, homeopathy | –                               | 500             | 800             |
| <b>Prevention</b>   |                                 |                 |                 |
| Surgical castration, mandatory vaccinations                     | –                               | 300             | 300             |
| <b>Dental medicine</b>  |                                 |                 |                 |
| Dental or jaw disorders   | –                               | 300             | 300             |
| <b>Chemo and radiation therapy</b>                              |                                 |                 |                 |
| Chemo and radiation therapies for the treatment of cancer       | –                               | –               | 5,000           |
| <b>Hereditary and breed-specific conditions</b>                 |                                 |                 |                 |
| Treatment of hereditary and breed-specific conditions           | –                               | –               | 5,000           |
| <b>Additional services</b>                                      |                                 |                 |                 |
| • Euthanasia (putting an animal to sleep)                       | –                               | –               | 300             |
| • Special food on prescription                                  | –                               | –               | 300             |
| • Lost & found service (to assist in locating missing animals)  | –                               | –               | 300             |

Figures in CHF

The following general provisions and the glossary apply to all varieties of package.

## 1 General provisions

### 1.1 Policyholder and insured animals

- A The insurance is valid if the policyholder has his civil-law residence or customarily resides in Switzerland.
- B The animal stated on the insurance policy is insured.
- C Dogs and cats kept in Switzerland are insurable. If the policyholder relocates his place of residence to outside Switzerland, the insurance cover will cease on the date of departure from Switzerland.
- D Animals that are kept for the purpose of commercial breeding in accordance with the Animal Welfare Ordinance (AniWO) are excluded.

### 1.2 Territory covered and premature end of contract

- A Unless otherwise stipulated, the insurance is valid worldwide.
- B If the contract is cancelled before the end of the contract term for statutory or contractual reasons, ERV shall reimburse the unused portion of the premium unless
  - the policyholder terminates the contract following a claim and the contract had been in force for less than 12 months at the time of the cancellation,
  - ERV pays the insurance benefits and the insurance contract is invalid because the risk no longer applies (exhaustion of the benefits).
- C In the event of the death of the insured animal, the contract ends on said death. For the purpose of reimbursement, ERV must be presented with an official document or confirmation from the veterinary surgeon.
- D In accordance with par. 3, missing animals must be reported immediately. If proof can be furnished that the insured animal has not been found after 2 months, it is deemed to have disappeared. The contract will be cancelled after expiry of the 2 months (date as of which the insured risk no longer applies).

- E ERV's obligation to pay benefits ceases at the end of the contract. This also applies to ongoing insured events, with the proviso that each respective treatment date is relevant.

### 1.3 Premium payment, change of contract and premium increases with the growing age of the animal

- A Premiums are due for payment according to the date specified on the invoice. If premiums are not paid by the respective due date, ERV will ask the policyholder in writing or any other text form to make the payment by an appropriate extended deadline. ERV's obligation to pay compensation will be suspended in respect of any loss or damage occurring after the payment deadline has expired until such time as the premiums have been paid in full.
- B The policyholder may apply for a change of contract. ERV is entitled to request documents/information from the policyholder for the risk assessment and can reject the change of contract based on such.
- C Until the insured animal reaches its 11th birthday, the premiums will be adjusted to the next higher age class effective from the premium due date. The adjustment to the next higher age class does not constitute grounds for cancellation outside the contractual notice period of three months.

### 1.4 Change of owner and keeper

- A In the event of the sale, exchange, change of keeper or gifting of the insured animal, the policyholder must notify ERV accordingly in writing within 14 days of such change. The rights and obligations from the existing contract pass on to the new owner or keeper.
- B Within 30 days of the change of ownership, the new owner or keeper has the option to decline in writing assumption of the insurance. Within 14 days of becoming aware of the change of ownership, ERV likewise has the right to withdraw from the contract. The contract will end no earlier than 30 days after the notice of termination is received.

### 1.5 Obligations in the event of a claim

- A In the event of a claim, contact the ERV Claims Service, P.O. Box, CH-4002 Basel. Report the claim online at [www.erv.ch/wau-miau-claims](http://www.erv.ch/wau-miau-claims).
- B Before and after the claim is made, the policyholder must undertake everything possible to avert or mitigate and elucidate the loss.
- C The insurer
  - must be provided immediately with the information requested,
  - must be handed the necessary documents, and
  - must be given payment details (IBAN of the bank or postal account).
- D In the event of illness or accident, a veterinary surgeon must be called in as soon as possible and his instructions followed. At ERV's request, the policyholder is required to provide the veterinary reports needed to assess the case. The veterinary surgeon must be released from maintaining professional secrecy towards ERV. ERV may, at its own expense, have an animal examined by an independent veterinary officer or service provider of its choice.
- E Loss occurrences which lead to disputes with regard to accident findings or the diagnosis will be referred to a veterinary faculty in Switzerland for assessment.
- F In the event of a culpable breach of obligations regarding a loss occurrence, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy conditions.
- G The insurer's obligation to pay benefits is voided if untrue statements are intentionally made, facts are withheld or the required obligations are not met where this causes the insurer an disadvantage.

### 1.6 Claims against third parties

- A Where the policyholder has been reimbursed by a liable third party or his insurer, no payment will be made under this contract. If legal proceedings are taken against ERV instead of the liable party, the policyholder will be obliged to transfer his liability claims to ERV up to the amount of its expenditure.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In this case the statutory provisions for double insurance are applicable.
- C Costs will only be reimbursed, in total, once even where there is more than one insurance policy with licensed companies.

### 1.7 Other provisions

- A Wrongly drawn benefits must be reimbursed to ERV, together with any expenses incurred by the latter as a result, within 30 days of becoming aware of the fact.
- B Claims lapse 5 years after the loss occurrence.
- C The keeping, housing and treatment of the insured animals must be in accordance with the Animal Welfare Act (AniWA) and the Animal Welfare Ordinance (AniWO).
- D Changes of address must be reported immediately to ERV. If the insurance contract or the premium note cannot be delivered, ERV's obligation to pay benefits will be suspended in respect of any loss or damage occurring from the end of the preceding insurance year until such time as the premiums have been paid in full.
- E As a general rule, ERV provides benefits in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured person.
- F When ERV pays the claim, the policyholder shall assign their claim resulting from the insurance contract as an automatic lump sum to ERV.
- G ERV will only provide insurance cover and only be liable in case of damage claims or other benefits as long as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

### 1.8 Translation

In case of doubt about the interpretation and content of all documentation, the German version shall prevail.

## 2 Health and accident insurance

### 2.1 Insured events and benefits

A In the event of an accident or illness suffered by the insured animal, ERV will, after deduction of the annual deductible, assume 90% of the following costs up to the contractually agreed maximum amount per event and calendar year (the list is exhaustive). The share of the costs and the deductible are borne by the policyholder.

- Veterinary treatment costs of a recognized veterinary surgeon in Switzerland or Europe, outpatient or inpatient;
- Diagnostic measures or radiological examinations;
- Surgical procedures;
- Medicinal products and assistive devices – the lists of veterinary medicinal products of the Institute of Veterinary Pharmacology and Toxicology or Swissmedic are definitive;
- Costs of keeping and feeding an animal in the practice or hospital;
- Emergency surcharges;

#### Transport

- Recovery and rescue of the animal and emergency transportation in an animal ambulance;

#### Rehabilitation

- Chiropractic;
- Manual/apparatus-based physiotherapy;

#### Complementary/alternative medicine

- Acupuncture;
- Osteopathy;
- Bioresonance;
- Phytotherapy;
- Homeopathy;

#### Prevention

- Surgical castration;
- Mandatory vaccinations and refresher vaccinations;

#### Dental medicine

- Dental treatment following dental or jaw disorders;

#### Chemotherapy/radiation

- Chemotherapy and radiation to treat cancerous affections, tumours and lymphomas;

#### Hereditary and breed-specific conditions

- Treatment of hereditary and breed-specific conditions;

#### Additional services

- Euthanasia: Costs of putting an animal to sleep;
- Special food on prescription;
- Lost & found service.

Claiming the costs of putting an animal to sleep and of special food are subject to par. 2, the lost & found service is subject to par. 3.

B In total, these benefits are limited by the respective sum insured as stated on the policy and in the table headed "Package options" in these GCI.

### 2.2 Qualifying periods – limitation imposed by ERV on benefits

ERV does not pay benefits during the periods at the commencement of insurance shown below:

- Accident: 10 days after commencement of insurance;
- Illness: 30 days after commencement of insurance;
- Chronic illness: 90 days after commencement of insurance;
- Hereditary and/or breed-specific illnesses: 90 days after commencement of insurance.

### 2.3 Other provisions

A All benefits stated under par. 2.1 must be effective, appropriate and economic and are to be prescribed and provided by a recognized veterinary surgeon.

B In the case of an accident or illness outside Europe, coverage is limited to emergency treatments during the first 60 days of a journey. No insurance cover is provided if the keeper travels abroad with an animal that is already ill.

C ERV pays veterinary benefits at the usual market terms. If excessively high bills are presented, benefits may be reduced by ERV subject to presentation of bills for comparable treatments. The usual market terms are understood as being the average cost of treatments which can be supported by presentation of three comparable bills from recognized veterinary surgeons from Switzerland.

### 2.4 Exclusions

The insurance does not cover:

- illnesses, the consequences of accidents, disability, hereditary illnesses, breed-specific illnesses, deformities, infirmities and chronic illnesses which occurred or were recognized before the commencement of insurance, during the qualifying period or prior to an insurance upgrade (see par. 1.3 B);
- veterinary fees for preventive examinations as well as the costs of tagging animals (e.g. implanting microchips);
- prophylactic measures (e.g. tick protection, worming, scaling) – excluding mandatory vaccinations and refresher vaccinations;
- surgical procedures of an aesthetic nature (e.g. scaling) and the consequences of such as well as all corrective procedures;
- diet treatments, nutritional advice as well as any type of food that pursues this objective, and any food supplements – the lists of veterinary medicinal products of the Institute of Veterinary Pharmacology and Toxicology or Swissmedic are definitive;

- pregnancy, birth and the consequences, except where illness-related (e.g. caesarean due to birth complications);
- the consequences of infectious illnesses if the animal has not received initial immunizations;
- treatment of conditions of tiredness and exhaustion, nervous, psychological and psychosomatic disorders, developmental disorders and behavioural disorders (e.g. aggression);
- injury or damage to the animal caused by liable third parties or animals resulting in liability under civil law, as well as deliberate injury or damage of the animal by the animal keeper;
- health impairments that occur during competitions or training sessions where the animal is in direct proximity to other animals (e.g. greyhound races);
- all consequences of war movements, unrest or mass movements, earthquake, rockfall, flooding, avalanches or atomic events, with the exception of the deployment of the animal for the search or rescue of injured persons within the scope of the events stipulated;
- all consequences of not adhering to the Animal Welfare Act (AniWA), the Animal Welfare Ordinance (AniWO) and the FDHA Ordinance on Training Qualifications in Animal Husbandry and Animal Care;
- All surcharges on bills, in particular for house calls, dispatch charges (postage and packaging), billing fees and reminder fees;
- new treatment methods without clinical trials.

### 2.5 Procedure in the event of a claim

A Report the claim online at [www.erv.ch/wau-miau-claims](http://www.erv.ch/wau-miau-claims).

B The following documents, among others, must be submitted to ERV:

- For the first claim submitted to ERV: Medical history since birth/hand-off to a new doctor
- The paid, detailed original veterinary bill. This must include the following information: the treatment date, the address of the animal keeper, the name and coding of the insured animal, the diagnosis, the veterinary services provided, the medication prescribed, the amount of the bill for the corresponding services as well as the address details of the treating veterinary surgeon,
- The documents, receipts and prescriptions issued by the veterinary surgeon for the insured animal.

C ERV may request the translation of foreign language documents into a Swiss national language or English at the policyholder's expense.

## 3 Lost & found service

### A Insured events and benefits

The lost & found service is there to help the policyholder find missing, insured animals. The emergency call centre initiates the following search measures:

- appeal on local radio;
- placement of an advert in the local press;
- submission of a missing animal report with the cantonal lost animals office and on the internet database of the Swiss Animal Reporting Center (STMZ) AG at [www.stmz.ch](http://www.stmz.ch). The search for a missing animal is usually restricted to a maximum period of 2 months. This service may only be used if the emergency centre is notified accordingly within 5 days of the animal's disappearance.

B The emergency centre provides a 24-hour service line in emergencies and for information at +41 44 655 18 18. It renders the following services:

- organization of the recovery and rescue of injured animals;
- advice on the choice of a suitable veterinary surgeon or clinic, and the arrangement of an appointment;
- advice on immigration and customs regulations, required vaccinations etc. prior to travelling abroad.

C Missing animals must be reported immediately to ERV.

## 4 Glossary

### A Abroad

Switzerland and the country in which the policyholder has a permanent place of residence do not qualify as abroad.

### Accident

An accident refers to the sudden, unintended damaging effect of an unusual external factor on an animal's body that leads to an impairment of physical health and requires medical examination or treatment by a veterinary surgeon.

### B Breed-specific illnesses

Breed-specific illnesses are complaints which occur especially frequently in a particular breed. There may be several reasons for this, including genetic conditions that make this illness likely to occur in a given breed. Such a disease can present at any time in the animal's life, including at birth.

### C Chronic illness

Chronic illnesses are illnesses which have not been cured within 100 days of the initial treatment. All treatments must be related.

### D Deductible

Fixed amount under health and accident insurance which the policyholder has to pay in the event of a claim. The amount of the deductible is per calendar year.

### E Europe

The territory of Europe includes all states in the continent of Europe as well as the Mediterranean islands and the Canary Islands, Madeira and the non-European Mediterranean rim states. The eastern border to the north of Turkey is formed by the Ural mountain range and the countries of Azerbaijan, Armenia and Georgia, which likewise are deemed to be in the territory of Europe.

**H Hereditary disease**

Hereditary diseases are illnesses and abnormalities which frequently occur within a family or via new mutations, i.e. newly occurring changes in the hereditary material in the previously unaffected population of the respective genus. Such a disease (e.g. elbow and hip joint dysplasia) can present at any time in the animal's life, including at birth. A genetic disposition is regarded as a hereditary disease.

**I Illness**

Illness is an impairment of bodily health which is not the consequence of an accident and which requires a medical examination or treatment by a veterinary surgeon.

**Indoor cat**

Lives exclusively inside the owner's home. A balcony/terrace is the sole outside access provided.

**O Outdoor cat**

Outdoor cats have access to outdoors and so may freely roam both inside and outside.

**P Policyholder**

The policyholder is the person who has concluded an insurance contract with ERV. The policyholder is the animal keeper.

**S Share of the costs**

If the annual deductible has been used up, ERV will cover 90% of further costs incurred. The 10% share corresponds to the costs which the policyholder must pay himself in the event of a claim.

**Switzerland**

The territory of Switzerland includes the Principality of Liechtenstein.

**V Veterinary surgeon**

Recognized veterinary surgeons and therapists can be found on the wau-miau website at [www.wau-miau.ch/fragen](http://www.wau-miau.ch/fragen).

**W Waiting period**

Period of time after the commencement of insurance during which no benefits are paid. For details see par. 2.2.