



# 370 Medical Cost Insurance

## CONDITIONS OF THE INSURANCE

### 1. Definition of terms and insured parties.

- 1.1 In these conditions of the insurance, the terms the Company (Tryggingamidstöðin hf.), the Policyholder and the Insured shall have the same meaning as provided for in Part I of the Act on Insurance Contracts, cf. Article 2 of the Act.
- 1.2 This insurance covers individuals listed in the policy.

### 2. The Period of Insurance.

- 2.1 The insurance is valid for the period when the insured is not protected by health insurance provided by social security, cf. Act no. 117/1993. The liability of the Company commences when the Company has received sufficient health information enabling the Company to approve the insurance, and when the premium has been paid in accordance with Article 3. The insurance shall terminate when the Insured becomes eligible for the health insurance provided by social security, but no later, however, than at midnight of the registered termination date of the insurance policy.
- 2.2 The insurance is non-renewable.

### 3. Payment of premiums.

- 3.1 The premium shall be paid before the insurance enters into effect, as payment of the premium is a prerequisite for the commencement of the Company's liability.
- 3.2 The premium shall be considered unpaid if the Policyholder has not paid the premium in full, or reached an agreement with the Company with respect to such payment, before the entry into effect of the insurance pursuant to Article 2.

### 4. Geographical scope.

- 4.1 The insurance is effective in Iceland.

### 5. The scope of the insurance.

- 5.1 The insurance covers costs specified in items a-h below in accordance with the appropriate provisions of Act no. 117/1993 on Social Security. Under no circumstances shall the insurance be broader in scope than stipulated by law, but it is subject to limitations specified on the policy, or in these conditions of the insurance. Calculated costs which exceed the reference tariff of the State Social Security Institute are not paid from the insurance. All references to articles of law refer to the Social Security Act:
  - a. Cost from hospitalisation under the advice of a doctor, cf. Article 34, but no stay in sanatoriums unless as a result of a disease or accident which originates and occurs within the period of the insurance, nor in maternity institutions.
  - b. The cost of hospitalisation abroad, cf. Article 35. Hospitalisation shall be decided under consultation with the company. In the event of an emergency, where the company cannot be reached, the decision of hospitalisation shall be made according to the rules and practices of the State Social Security Institute. In such an event, the company shall be informed of the arrangements no later than at the beginning of the next working day.
  - c. Cost of general medical assistance provided outside a hospital, cf. Article 36, Item a.
  - d. The cost of necessary examination and treatment carried out by specialists or institutions cf. Article 36, item b.
  - e. The cost of medicine, which an insured person must of vital necessity use regularly, as well as any other vital medicine, cf. Article 36, item c.
  - f. The cost of unavoidable travel expenses of the doctor reaching the insured, and the travel expense of the insured reaching the hospital.
  - g. Nursing in the patient's home due to serious chronic illness and injuries which fall within the scope of liability of the insurance, provided that home dwelling is in lieu of hospitalisation. Refer to Article 36, item j.
  - h. The cost incurred from the insured requiring local medical assistance when abroad. This cost is only paid according to Article 40, paragraph 1.

### 6. Deductible.

- 6.1 The insured carries a personal liability of ISK 50,000 for the added cost of those damage awards that fit within the insurance scope of the insurance. The amount of the personal liability is the amount payable by the insured during the insurance period in excess of the patient's legal share in medical expenses as it may be determined at any time by an act of law or a regulation.



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### 7. Limitations to liability.

#### 7.1 The company will not pay expenses:

- a. which are covered by the Social Security Act or any regulation passed according to it,
- b. for an accident that has happened before the insurance became valid, unless the company was aware of it,
- c. for a disease, the symptoms of which had become evident before the insurance became valid, unless the company was aware of that,
- d. for dental treatment or cosmetic surgery, except for necessary emergency treatment due to an insured accident or disease,
- e. which results from pregnancy, giving birth or diseases resulting from pregnancy or miscarriage,
- f. for diseases or accidents resulting from the consumption of alcohol or narcotics,
- g. for further treatment in a foreign hospital if the insured, against advice of the doctor that has treated him and/or the medical officer of the company, refuses to be sent home ,
- h. from fighting or participation in a punishable act,
- i. for accidents which occur in any sports competitions,
- j. for accidents which occur in boxing, any type of wrestling, driving sports, hang gliding, mountain climbing, cliff rappelling, parachuting, sailplaning, aerial aerobatics, flying private planes or other comparable leisure activities or competitions involving particular danger, unless specifically agreed that a further specified danger is included in the insurance in exchange for a higher premium,
- k. of an accident or disease directly or indirectly resulting from warfare, riots, uprisings, strikes or other similar events,
- l. for accidents or illness which are directly or indirectly attributable to atomic energy, ionising radiation, radioactive materials, earthquakes or volcanic eruptions, and other natural disasters,
- m. for damages resulting from any form of biological effects and/or poisoning, including from bacteria and viruses, resulting from acts of terrorism.

### 8. Fraud and false information.

- 8.1 If the Policyholder, or the Insured, on the preparation or renewal of the insurance contract, has fraudulently, or in any other manner, neglected his/her obligation to provide the Company with information about events which may have an effect on the Company's evaluation of the risk, and an insurance event has occurred, the liability of the Company shall be cancelled in full or in part, pursuant to Article 20 of the Act on Insurance Contracts. Incorrect and insufficient information, moreover, provides the Company with the right to terminate the insurance, pursuant to Article 21 of the Act.
- 8.2 If the party intending to claim compensation from the Company provides incorrect information which he/she knows, or ought to know, will result in the payment of compensation to which he/she is not entitled to, the right to compensation shall be cancelled and the Company may terminate all its insurance contracts with the Insured, as further provided for in Article 47 of the Act on Insurance Contracts.

### 9. Incident reports.

- 9.1 The Insured shall notify the Company of any damages without delay. Failure to meet obligations on the part of the Insured may result in the reduction or loss of compensation in accordance with the Act on Insurance Contracts.

### 10. Payment of compensation and interest.

- 10.1 Claims for compensation may be submitted 14 days after the date the Company was able to obtain the necessary documentation to evaluate the insurance event and decide the amount of the compensation. The Insured is entitled to interest on his/her claim in accordance with Article 50 of the Act on Insurance Contracts.

### 11. Law on insurance contracts.

- 11.1 Other than as provided for in these Conditions of the Insurance, the Insurance Policy or other documentation on which the insurance contract is based, the provisions of Act No. 30/2004 on Insurance Contracts shall apply.



TRYGGINGAMIDSTÖÐIN HF

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### **12. Handling of disputes and legal venue.**

- 12.1 Any disputes relating to the insurance shall be resolved by Icelandic courts in accordance with Icelandic legislation.
- 12.2 Disputes relating to the insurance contract, and the Company's liability in other respects, may be appealed to the Damages Committee of the Insurance Companies and the Insurance Complaints Committee. Information on these committees, and the rules governing their work, may be obtained from the Company.
- 12.3 Notwithstanding the provisions of Paragraph 2, the parties may bring the disputed matter before the courts. Such disputes shall be brought before the District Court of Reykjavík.
- 12.4 The domicile and venue of Tryggingamidstöðin is in Reykjavík.

The present conditions enter into validity on January 1, 2006