

# Íslandsbanki Gold and Silver Business Card

## Insurance Terms No. GT83

### Principal components:

#### ÍSLANDBANKI GOLD BUSINESS CARD

Travel accident insurance, up to ISK 9,000,000  
Medical expense insurance, up to ISK 8,000,000\*  
Travel interruption insurance, up to ISK 120,000  
Emergency accompaniment insurance, up to ISK 160,000  
Reimbursement of travel expense, up to ISK 360,000  
Hospital per diem benefits, up to ISK 120,000  
Luggage insurance, up to ISK 200,000\*  
Purchases insurance, up to ISK 200,000\*  
Luggage delay insurance, up to ISK 40,000  
Travel delay insurance, up to ISK 24,000  
Abduction insurance, up to ISK 240,000  
Cancellation insurance, up to ISK 350,000\*\*  
Liability insurance, up to ISK 40,000,000\*

#### SOS INTERNATIONAL

Security service and emergency assistance.

#### ÍSLANDBANKI SILVER BUSINESS CARD

Travel accident insurance, up to ISK4,500,000  
Medical expense insurance, up to ISK 4,000,000 \*  
Travel interruption insurance, up to ISK 120,000  
Emergency accompaniment insurance, up to ISK 160,000  
Reimbursement of travel expense, up to ISK 360,000  
Hospital per diem benefits, up to ISK 60,000  
Luggage insurance, up to ISK 160,000\*  
Purchases insurance, up to ISK 160,000\*  
Luggage delay insurance, up to ISK 40,000  
Travel delay insurance, up to ISK 18,000  
Abduction insurance, up to ISK 240,000  
Cancellation insurance, up to ISK 350,000\*\*  
Liability insurance, up to ISK20,000,000\*

#### SOS INTERNATIONAL

Security service and emergency assistance.

\*Deductible ISK 25,000

\*\*Deductible ISK 15,000

#### CAR RENTAL INSURANCE

Comprehensive motor insurance, up to USD 50,000\*\*\*  
Supplemental liability insurance, up to USD 1,000,000

\*\*\* Deductible ISK 25,000

### 1 VALIDITY

1.1 The insurance according to the following terms applies during travel away from the insured's home for up to 60 consecutive days of travel.

1.2 The insurance also covers the cardholder's spouse or registered domestic partner, and his or her dependent children under 23 years of age as well as one or two clients or colleagues travelling with the card holder during business trips. A condition of cover is that it is clear that who are insured e.g. that they are registered on a special travel account.

1.3 If the travel takes place within Iceland, the insurance is valid only if at least half of the travel expenses have been paid with the card or instalment payments, or if accommodation was reserved in advance and the card number used to guarantee payment. In all instances, these conditions must be met prior to departure from the home of the insured.

1.4 An insured party who travels abroad for temporary work is insured according to Article 1.1, but an individual travelling abroad for study is only insured while travelling to and from his home country.

1.5 An insured party who resides outside Iceland is insured according to Article 1.1 when he travels to other countries, but not during travel within his country of residence.

1.6 During travel in Iceland, losses due to traffic accidents in private vehicles are excluded from this insurance, with reference to Articles 91 and 92 of the Traffic Act, no. 50/1987.

1.7 This insurance is not valid during travel on land or water outside normal routes and habited areas.

### 2 SCOPE OF INSURANCE / PERIOD OF VALIDITY

#### 2.1 This insurance includes:

- Travel accident insurance
- Medical expense insurance
- Hospital per diem benefits
- Travel interruption
- Travel expenses of other parties
- Reimbursement of travel expense
- Security service and emergency assistance
- Luggage insurance
- Purchases insurance
- Luggage delay insurance
- Travel delay insurance
- Cancellation insurance
- Abduction insurance

- **Liability insurance**

in accordance with further provisions in these terms.

**2.2** The cardholder is insured according to these insurance terms while his card remains valid and while an agreement concerning these terms exists between the Company and Íslandsbanki. Nevertheless, travel insurance according to a card that is valid on the date travel expenses are paid shall retain its validity if the trip is undertaken within 6 months from the date the travel expenses are paid, even if the cardholder cancels his card in the interim. The same timeframe applies when the cardholder adopts a new card that provides less extensive insurance coverage than the previous card.

**2.3** Íslandsbanki is authorised to amend the provisions of these insurance terms or cancel them, provided that it notifies the cardholder in a secure manner.

### **3 DEFINITIONS**

For the purposes of these insurance terms, the following definitions shall apply:

The **Company** refers to Vátryggingafélag Íslands hf. (VÍS).

**Cardholder** means the person who is the holder of a valid card issued by Íslandsbanki.

**Issuer** means Íslandsbanki.

**The insured** means the person entitled to compensation in the event of the payment of compensation.

An **accident** is a sudden external incident causing bodily injury to the insured and occurring without an act of will on his or her part.

**Country of residence** refers to the country where the insured (a) maintains his or her legal address, (b) resides for purposes of work or study, or (c) has lived continuously for a period of at least 180 days.

**Travel expense** refers to the cost of travel tickets and accommodation.

**Living expenses** means the costs incurred for accommodation and transport, and other expenses deemed necessary by the Company. Food expenses are not classified as living expenses.

**Close relative** refers to the spouse, registered domestic partner, parent, parent-in-law, children-in-law (married or in registered co-habitation), step-children, grandparent, child, grandchild, sibling, or fiancé(e) of the insured.

**Close professional associate** refers to a business partner of the insured or a person for whom the insured acts as a substitute.

The term **registered domestic partner** means that at least one of the following must apply to the cohabiting parties:

- (a) they have the same registered legal address;
- (b) they file a joint income tax return; or (c) have

a child together or d) they have verifiably lived together for at least one year.

**Transport accident involving goods** refers to an accident involving public means of transport and causing damage to insured property. It also refers to damage to property in the custody of a carrier engaged in such transport.

A **light motorcycle** is a motorcycle whose motor is small enough that the driver is not required to have a licence.

**Card** means, in these terms and conditions, a credit card which includes travel insurance according to a contract between VÍS and Íslandsbanki.

## **4 ACCIDENT AND SICKNESS INSURANCE**

### **4.1 Accidents while travelling**

If the insured sustains an accident while travelling during the insurance period, benefits will be paid in the following instances:

#### **4.1.1 Death benefits**

<b>Gold Business card</b>	<b>ISK 9,000,000.</b>
<b>Silver Business card</b>	<b>ISK 4,500,000.</b>

**4.1.2** Death benefits are paid to the party entitled to payment according to the second and third paragraphs of Article 100 of Act No. 30/2004 on Insurance Contracts.

#### **4.1.3 Permanent disability, up to**

<b>Gold Business card</b>	<b>ISK 9,000,000.</b>
<b>Silver Business card</b>	<b>ISK 4,500,000.</b>

according to disability level, from 16% to 100% as follows:

- Total, permanent loss of vision, in one or both eyes, 100%
- Loss of hand, at wrist or above, 100%
- Total, permanent paralysis of one or both arms, 100%
- Loss of foot, at ankle or above, 100%
- Total, permanent paralysis of one or both legs, 100%
- Total, incurable insanity, 100%
- Total, incurable paralysis, 100%
- Total, incurable deafness, 50%
- Total, incurable deafness in one ear, 30%
- Loss of right-hand thumb, 20%

**4.1.4** Total, permanent paralysis of a limb is compensated as the loss of that limb. Other permanent disability of 16% or more is also compensated; however, in such instances, benefits are determined by an assessment carried out with reference to the Disability Committee's non-pecuniary loss tables. No consideration is given to occupation or capacity to work.

4.1.5 If the insured is left-handed, compensation is paid for injury to the left arm as though it were the right arm.

#### 4.2 Limitations on liability

4.2.1 Death benefits under Article 4.1.1 are limited to 10% of the total death benefit amount if the deceased individual was under 18 years of age at the time of the accident.

4.2.2 If the insured is 60 years of age or older, the insurance amount shall be limited to the following percentages of the maximum amounts specified in Articles 4.1.1 and 4.1.3.

<b>60-61 yrs – 90%</b>	<b>68-69 yrs 50%</b>
<b>62-63 yrs – 80%</b>	<b>70-71 yrs 40%</b>
<b>64-65 yrs – 70%</b>	<b>72-73 yrs 30%</b>
<b>66-67 yrs 60%</b>	<b>74 yrs and above 20%</b>

4.2.3 Compensation due to Articles 4.1.1 and 4.1.3 shall only be payable if the accident results in death or permanent disability within 24 months of the date of accident.

4.2.4 The maximum benefit amount for one or more accidents sustained by the insured during a single trip shall not exceed

<b>Gold Business card</b>	<b>ISK 9,000,000.</b>
<b>Silver Business card</b>	<b>ISK 4,500,000.</b>

#### 4.3 Medical expenses during travel abroad

The Company pays compensation up to

<b>Gold Business card</b>	<b>ISK 8,000,000.</b>
<b>Silver Business card</b>	<b>ISK 4,000,000.</b>

for an accident or illness sustained by each covered individual.

**The Company pays compensation for the following:**

4.3.1 Physician and specialist costs, hospitalisation, nursing, medication, and treatment according to a medical certificate from the healthcare institution concerned, in the event that the insured becomes ill or sustains an accident while travelling.

4.3.2 Emergency medical transport in the country where the accident or illness occurs and the necessary extra accommodation and return trip expenses, in consultation with SOS INTERNATIONAL.

4.3.3 Cost of necessary dental care following a verifiable accident or in order to relieve suffering.

4.3.4 Transport of the earthly remains of the insured to Iceland or the country of residence.

SOS INTERNATIONAL shall be notified as soon as possible of a serious accident or illness sustained by the insured while travelling abroad.

**The insured is always responsible, however, for a deductible in the amount of ISK 25,000.**

#### 4.4 Travel interruption

4.4.1 The Company will pay necessary additional expenses, up to ISK 120,000 for a return trip to Iceland or to the country of residence if the insured is obliged to curtail his or her stay abroad due to:

4.4.2 The death, serious accident or sudden serious illness of a close relative of the insured who resides in Iceland or the insured's country of residence.

4.4.3 Substantial property damage to the insured's home or private business which necessitates the presence of the insured.

4.4.4 The Company does not compensate for the unused portion of travel expenses, nor does it compensate for new travel in place of the interrupted trip.

#### 4.5 Travel expenses of other parties The Company pays:

4.5.1 Necessary travel and accommodation expense, up to ISK 160,000, for a close relative or friend of the insured who stays with the insured or accompanies him back home, upon the advice of a physician and in consultation with SOS INTERNATIONAL or the Company, because of a serious accident or illness sustained by the insured.

4.5.2 Necessary travel and accommodation expense, up to ISK 160,000, in consultation with the Company, for a close relative or friend of the insured who travels from Iceland or the insured's country of residence and back home because of a serious accident or illness sustained by the insured.

#### 4.6 Reimbursement of trip

4.6.1 The Company reimburses proportionally up to ISK 360,000 of the non-recoverable travel expense of the insured, for that part of the trip that the insured is unable to use because he or she is required, in accordance with written medical instructions and with the approval of the Company and SOS INTERNATIONAL, to interrupt his or her trip and return home, or must be hospitalised, because of a serious illness or accident.

4.6.2 The insurance does not cover trips of a duration of 5 days or less.

4.6.3 Compensation is only paid for the patient and the insured parties who must interrupt their travels and accompany the patient home.

#### 4.7 Hospital per diem payments

4.7.1 The Company pays per diem payments,  
**Gold Business card ISK 4,000**  
**Silver Business card ISK 2,000**  
per day, for a maximum of 30 days, if the insured is hospitalised abroad due to an illness or accident sustained while travelling. No payment is made for the first two days of hospitalisation. Benefits are not payable for children under age 16.

#### 4.8 Limitations on liability for Articles 4.3 – 4.7

##### **The Company does not reimburse:**

- 4.8.1 Expenses that are paid according to a reciprocal medical insurance agreement.
- 4.8.2 Expenses arising from treatment or follow-up treatment in Iceland or the country of residence.
- 4.8.3 Claims for any type of accident, illness, or disease from which the insured has suffered for which he or she has received medical care or treatment during the six months prior to the payment of the confirmation fee for the travel. Treatment includes any form of therapy intended to improve or maintain physical or mental health, such as physician's visits, use of medicinal products, rehabilitation, counselling, interviews, special foods, alternative medical treatment, etc.
- 4.8.4 Loss or damage that can be attributed to the fact that the insured:
- a) could expect to give birth to a child before returning home or within two months of the return date or
  - b) was travelling in defiance of the advice of a practising physician, or with the intention of seeking medical treatment abroad.
- 4.8.5 Expense due to any kind of illness or disease from which a close relative or close business associate was suffering when the confirmation fee for the trip was paid.
- 4.8.6 Medical bills submitted more than twelve months after the insurance event.

#### 5 LUGGAGE AND DELAYS

##### 5.1 Luggage and purchase insurance

The insurance covers damage to luggage and personal property due to fire, theft, burglary, robbery, vandalism, or transport accidents. The insured must have observed the utmost caution in safeguarding the insured property.

- 5.1.1 Amount of insurance coverage is up to:
- a) **Gold Business card**  
ISK 200,000 for each adult and ISK 100,000 for children under the age of 19,

- b) **Silver Business card**

ISK 160,000 for each adult and ISK 80,000 for children under the age of 19, for the loss or damage of private property which the insured has when travelling.

5.1.2 Amount of insurance coverage is up to:

- a) **Gold Business card**

ISK 200,000 for each adult and ISK 100,000 for children under the age of 19,

- b) **Silver Business card**

ISK 160,000 for each adult and ISK 80,000 for children under the age of 19, for damage to personal property that the insured purchases while travelling abroad and pays for in full with his or her credit card.

5.1.3 Maximum compensation for watches and jewellery may never exceed 50% of the insurance amounts specified in Articles 5.1.1 and 5.1.2.

5.1.4 The maximum compensation paid in any given calendar year for losses according to Articles 5.1.1 and 5.1.2 is

- a) **Gold Business card**

ISK 400,000 for each adult and ISK 200,000 for children under the age of 19.

- b) **Silver Business card**

ISK 320,000 for each adult and ISK 160,000 for children under the age of 19.

**The insured is always responsible, however, for a deductible in the amount of ISK 25,000.**

##### 5.2 Limitations on liability for Article 5.1

##### **The Company does not reimburse:**

- 5.2.1 In an amount exceeding ISK 200,000 for any individual item, pair of items, or group of items.
- 5.2.2 Damage caused by moths, vermin, atmospheric conditions, weather, normal wear and tear, or damage that does not impair the utility of the insured property.
- 5.2.3 Damage to luggage due to liquids, food, and other contaminating substances carried in luggage, except in the case of an accident involving public means of transport.
- 5.2.4 Loss due to damage to athletic equipment during use.
- 5.2.5 Loss deriving from impoundment or confiscation of property by customs officers or other authorities.
- 5.2.6 Loss of postage stamps, manuscripts, documents, cash, or any kind of securities.
- 5.2.7 Loss due to luggage damaged in the custody of an airline or other carrier.

- 5.2.8 Loss of eyeglasses as a result of theft, robbery, or burglary.
- 5.2.9 Loss to property that is stolen from or disappears from locked dwellings, storage facilities, motor vehicles, or boats without proof of burglary.
- 5.2.10 Loss to camping equipment while in use, due to damage or theft, and loss of luggage stored in tents.
- 5.2.11 Loss stemming from theft or burglary that the insured has, intentionally or through gross negligence, neglected to report to the police within 24 hours of the time the loss occurred or was discovered.
- 5.2.12 Loss due to fire, unless a motor vehicle or building has caught fire.
- 5.2.13 The insured must use secure packaging for his luggage. The insured shall be considered to have violated the precautionary principle if the loss or damage is due to insufficient or poor packaging.
- 5.2.14 The insured must treat his luggage in a secure manner. In the event of any loss or damage to items that any of the insured lose, drop, forget, mislay or leave unattended in public places or in unlocked living quarters, storages, vehicles and boats, he be considered to have violated the precautionary principle.
- 5.2.15 The insured must store his bicycles indoors. If bicycles are stored outdoors, the insured shall be considered to have violated the precautionary principle.

### 5.3 Measures taken with respect to loss or damage

In order to receive compensation, the insured must take the necessary action to prove that the loss incident took place. The appropriate authorities shall be notified of the theft, robbery, or burglary, and a report on the incident must be obtained. Furthermore, the loss incident must always be reported to the tour guide, hotel, and vehicle rental agency. Losses occurring during transport shall be reported immediately to the carrier, and a report on the incident must be obtained.

### 5.4 Delayed luggage

- 5.4.1 If the insured is unable to collect his or her luggage upon reaching his destination as a result of delay or handling error, compensation is paid for the purchase of necessities. For each hour in excess of an 8-hour delay, the payment

is ISK 4,000 up to a maximum of ISK 40,000, for each insured person aged 16 years or older.

Compensation is paid to children under 16 years of age if they are travelling without a parent or legal guardian.

Compensation is limited to three insured persons for each loss incident.

The person suffering the loss must submit to the Company a written confirmation of the delay from the carrier, stating explicitly the duration of the delay. Compensation is not paid for delayed luggage when the insured is returning home.

Compensation is not paid if the delay occurs because the insured scheduled a connecting flight within a time limit narrower than the minimum set by the airline/airport in question and an observation to this effect is noted when the reservation is made.

### 5.5 Precautionary principles

- 5.5.1 The insured must close windows and latch them and must lock dwellings, motor vehicles, boats and other places where insured property is stored.
- 5.5.2 The insured shall not leave the insured property unattended in public and shall ensure that he brings the insured property along when leaving a public place.
- 5.5.3 The insured shall ensure that the insured property is packaged in appropriate and sufficient packaging so that it can withstand the transport.
- 5.5.4 The insured shall always lock his luggage when it is not in his custody.

### 5.6 Violations of the precautionary principles

Complying with the precautionary principles herein is mandatory. If the precautionary rules are not followed, the Company may be absolved of its liability, wholly or in part, cf. Article 26 of Act No. 30/2004 on Insurance Contracts.

### 5.7 Travel delay

In the event that a strike, inclement weather, or machinery breakdown causes delays in the operation of a public means of transport and this leads to a delay in the insured's arrival at his or her destination, compensation will be paid.

#### a) Gold Business card

After a delay of 8 hours, ISK 24,000 for each insured, aged 16 and older.

#### b) Silver Business card

After a delay of 8 hours, ISK 18,000 for each insured, aged 16 and older.

Compensation is limited to three insured persons for each loss incident.

Delays are calculated from the scheduled arrival time of the means of transport according to the itinerary provided to the insured.

The person suffering the loss must submit to the Company a written confirmation from the carrier, stating explicitly the cause and duration of the delay.

Compensation is not paid if the delay occurs because the insured scheduled a connecting flight within a time limit narrower than the minimum set by the airline/airport in question and an observation to this effect is noted when the reservation is made.

**Payment of compensation according to this Article does not require the presentation of invoices for cost outlays.**

## 6 ABDUCTION INSURANCE

The Company pays ISK 8,000 per diem for up to 30 days if the insured is kidnapped and held hostage while travelling abroad.

## 7 CANCELLATION

7.1 Travel expenses paid in advance or those for which a pre-payment agreement is made and which are not refundable will be compensated by the Company up to a maximum of ISK 350,000 for travel that the insured cannot undertake for one of the following reasons:

7.1.1 Death, bodily injury, illness, childbirth, or quarantine of the insured, subject to confirmation by a practising physician.

7.1.2 A close relative or a close professional associate:  
a) Dies.  
b) Sustains serious bodily injury or serious illness, subject to confirmation by a practising physician.

7.1.3 Witness duty before a court, cancellation due to professional engagements that the insured cannot be excused from undertaking in accordance with legislation on mandatory quarantine, or prevention of travel because of official restrictions due to an epidemic.

7.1.4 Substantial property damage to the insured's home or private business, which necessitates the presence of the insured.

7.1.5 Disturbance leading to a delay of at least 12 hours in the scheduled departure of a public means of transport used by the insured on travel abroad, according to the itinerary provided to the insured.

7.1.6 The means of transport is hijacked.

7.1.7 Unforeseen changes in the field or venue of work.

7.1.8 If the cardholder pays a special cancellation fee to a travel agency, or if such a fee is collected from him when he purchases the trip, the cancellation insurance of the travel agency concerned replaces the cancellation insurance according to these terms.

7.1.9 Medical certificates must be presented on forms issued by the Company for this purpose.

**The above incidents shall be of such a nature as to make the cancellation of the reservation unavoidable.**

**The insured is always responsible, however, for a deductible in the amount of ISK 15,000.**

Compensation according to the present Article is paid for cancellations that come to pass during the time prior to departure from the insured's home.

## 7.2 Limitations on liability for Article 7

**The Company does not reimburse:**

7.2.1 Claims for any type of accident, illness, or disease from which the insured has suffered for which he or she has received medical care or treatment during the six months prior to the payment of the confirmation fee for the travel. Treatment includes any form of therapy intended to improve or maintain physical or mental health, such as physician's visits, use of medicinal products, rehabilitation, counselling, interviews, special foods, alternative medical treatment, etc. Also exempt are loss and damage resulting from the insured undergoing treatment for which he was on a waiting list when the confirmation fee was paid.

7.2.2 Loss or damage deriving directly or indirectly from the following:  
a) Directives issued by governmental authorities (except those regarding mandatory quarantine).  
b) Oversight or negligence by the party handling transport or accommodation, or oversight by the agent in charge of organising the trip.  
c) The insured's reluctance to travel or his poor financial situation.  
d) Expenses that should be paid by a travel agency, hotel or airline.  
e) Change in a planned summer holiday.  
f) Extra charges added by a travel agency, leading to an increase in the basis for the tariff.

- 7.2.3 Loss due to neglect in informing a travel agency or the party arranging transport or accommodation that it has been necessary to cancel a trip.
- 7.2.4 Loss incurred because the insured did not check in for departure in accordance with an itinerary provided to him, and no change in scheduled time was confirmed by the airline or travel agency.
- 7.2.5 Loss stemming from the removal of an aeroplane or ship from service, either temporarily or otherwise, by the decision of a public authority.
- 7.2.6 Loss due to a strike which it was known, at the time the confirmation fee for the trip was paid, would commence before departure.
- 7.2.7 Loss due to financial difficulties or bankruptcy of a travel agency and/or other such parties organising passenger transport.

## 8 LIABILITY INSURANCE FOR THE LOSS OR DAMAGE OF A THIRD PARTY

- 8.1 The Company pays compensation up to  
**Gold Business card ISK 40,000,000**  
**Silver Business card ISK 20,000,000**  
total for:
- a) Bodily injury sustained by an individual as a result of indemnifiable conduct on the part of the insured.
  - b) Loss or damage to property as a result of indemnifiable conduct, action, or lack of action on the part of the insured.
  - c) Costs and expenses that are incurred by a third party and may be collected from the insured, either according to Icelandic law or the law of the country where the accident, loss or damage occurred.
  - d) Legal fees and other costs and expenses incurred by the insured because of a loss that the Company has agreed to cover.

**The insured is always responsible, however, for a deductible in the amount of ISK 25,000.**

### 8.2 Limitations on liability for Article 8.1

**The Company does not compensate for loss deriving from or related to:**

- 8.2.1 Ownership, right of disposal over, or use of motorised vehicles.
- 8.2.2 Employer's liability, contractual obligation, or responsibility towards a close relative of the insured.
- 8.2.3 Responsibility for animals belonging to the insured or in his custody or care.

- 8.2.4 Any kind of vandalism carried out intentionally or with malice.
- 8.2.5 Responsibility deriving from business or commercial transactions or professional activities.
- 8.2.6 Responsibility deriving from ownership of land or buildings.
- 8.2.7 Use of firearms, parachute jumping, glider flying, hang gliding, air balloon flights, or organised athletic or professional activities that could be considered life-threatening.
- 8.2.8 Articles that are owned by a third party and are damaged or lost while in the custody of the insured.

## 9 GENERAL PROVISIONS

### 9.1 The insured causes an insurance event Intent

In the event that the insured has intentionally caused the occurrence of an insurance event, the Company cannot be held liable as provided for in the first paragraph of Article 27 or Article 89 of Act No. 30/2004.

#### Gross negligence

If the insured has caused an insurance event by gross negligence or if the consequences of the insurance event were greater than otherwise would have been the case, the Company's liability may be reduced or cancelled, as provided for in the second paragraph of Article 27 or the first paragraph of Article 90 of Act No. 30/2004.

### 9.2 Notification of loss or damage

The insured must immediately notify the Company of any loss or damage. SOS INTERNATIONAL shall be notified as soon as possible of a serious accident or illness sustained by the insured while travelling abroad. The same applies if the policyholder gains knowledge of, or suspects, that a compensation claim likely to be covered by the policy will be made against him.

Forced entry, theft and robbery, moreover, must be immediately notified to the police and an investigation requested. In cases of theft abroad, a local police report shall accompany the notification sent to the Company. In cases of theft, the insured must be able to prove that such an event took place. In the case of the theft of a bicycle, the Company may require the submission of an invoice or warranty certificate stating the frame-number of the bicycle and its value. Not doing so may cause the curtailment or loss of compensation. The insured shall provide the Company with an option to inspect and assess the loss or damage prior to repairs being carried out or damaged items disposed of.

### **9.3 Time limit to notify of loss or damage – Expiry**

**The insured loses the right to compensation if:**

- 9.3.1 He does not notify the insurance company of his claim within one year from the time when he became aware of the event which gave rise to the claim.
- 9.3.2 He has not initiated court proceedings or requested procedure before the Insurance Complaints Committee within one year from the receipt of written notification that the claim was rejected, as provided for in Article 51 or Article 124 of Act No. 30/2004.

The claim of the insured for compensation may expire according to the provisions of Article 52 or Article 125 of Act No. 30/2004.

### **9.4 Measures to prevent loss or damage**

When an insurance incident has taken place, or there is imminent danger that it may occur, the insured shall do his utmost to prevent or reduce the damage. Failure in this respect may result in the reduction or loss of compensation in accordance with Act No. 30/2004 on Insurance Contracts.

### **9.5 Determination of liability**

No one may admit to liability, issue declarations, or otherwise obligate the Company without the Company's written consent. In the event of legal action deriving from a claim for a covered loss, or a third-party claim, the Company will handle the entire proceedings and engage legal counsel of its choice.

### **9.6 Claim payments**

Claim payments are paid in Icelandic króna (ISK). In instances involving medical losses, the Company is also authorised to charge the card account for the deductible.

### **9.7 Rights on the demise of the insured**

In the event of the death of the insured and a resulting claim against the Company, the Company reserves the right to have a post-mortem examination conducted at its own expense.

### **9.8 The conduct of individuals other than the insured – Rules on identification**

Provisions providing for the insured's entitlement to compensation being curtailed or cancelled due to the actions or inaction of the insured also apply to the insured's entitlement to compensation from household goods insurance due to the comparable actions of the spouse of the insured who lives with him and to persons with whom the insured is living in a permanent relationship, cf. item b of the second paragraph of Article 29 of Act No. 30/2004.

### **9.9 Multiple insurance**

If the interests covered by this insurance are also covered by another insurance, the insured may decide from which insurance he will request benefits, until he has received the benefits to which he is entitled. If one or more insurance companies are liable for loss or damage, they shall, unless otherwise negotiated, pay proportional compensation according to the liability of each for the loss or damage. The company that compensates the loss or damage may demand proportional reimbursement from the other companies.

This provision does not apply to travel accident insurance.

### **9.10 Right of recourse**

In the event that the insured is entitled to financial compensation against another party due to a covered loss, the Company acquires that right to the extent that it has paid compensation to the insured. The insured must, in such cases, take the necessary measures to secure the claim until such time as the Company can guard its own interests.

### **9.11 Violations of the precautionary principles**

Precautionary principles are rules of conduct set forth with the intent to prevent and limit loss or damage. A precondition for paying compensation from the insurance is that the established precautionary principles have always been followed.

If the insured has neglected to comply with the precautionary principles or other instructions contained in the insurance contract, the liability of the Company may be reduced or cancelled, as provided for in Article 26 and the first paragraph of Article 90 of Act No. 30/2004.

### **9.12 Breach of duty to inform – Fraud and false information**

#### **Information concerning the risk**

If the policyholder or the insured has fraudulently neglected his or her duty to report circumstances that may be important for the Company to assess its risk, the Company shall not be liable for any subsequent insurance event under this policy, cf. the first paragraph of Article 20 or the first paragraph of Article 83 of Act No. 30/2004.

- 9.13 In the event that the policyholder or the insured has otherwise neglected the obligation to report information to such a degree that such failure cannot be considered insignificant, the Company's liability shall be cancelled in whole or in part, as provided for in the second paragraph of Article 20 or the second paragraph of Article 83 of Act No. 30/2004.

#### **Information provided for the settlement of insurance benefits**



If the insured intentionally provides false or insufficient information when settling an insurance claim, he shall forfeit any right pursuant to this present and other existing insurance contracts relevant to the insurance event in question, as provided for in the second paragraph of Article 47 or the second paragraph of Article 120 of Act No. 30/2004. In such an event the Company may terminate all its insurance contracts with the insured with one week's notice as provided for in Articles 47 and 15 or Articles 120 and 76 of Act No. 30/2004.

#### 9.14 Reference to provisions of law

Any items not specified in the present terms shall be subject to the provisions of Act No. 30/2004 on Insurance Contracts. The provisions of these terms and conditions take precedence over derogable legal provisions.

#### 9.15 Disputes

In the event of a dispute as regards this insurance policy, the dispute shall be resolved by an Icelandic court of law in accordance with Icelandic law unless otherwise stipulated by international agreements binding to Iceland. The Insurance Complaints Committee shall rule on any dispute concerning liability, fault and culpability as well as issues that relate to Act No. 30/2004 on Insurance Contracts. The Insurance Complaints Committee is housed at the Financial Supervisory Authority. Information and application forms for a request for referral to the Committee may be obtained from the websites [www.fme.is](http://www.fme.is) and [www.vis.is](http://www.vis.is), as can as further details regarding the scope of activities and procedures of the Committee. A procedure before the Insurance Complaints Committee will not limit the right of the referring parties to also refer the case to a court of law.

#### 9.16 Venue

The Company's legal venue is in Reykjavik. Any disputes arising against the Company due to this insurance policy shall be brought before the District Court of Reykjavik.

#### 9.17 Privacy and Privacy Policy

The company places great importance on security in the processing of personal data. The employees of the company are required to maintain professional secrecy and confidentiality as regards any processing of personal data, and all the company's processing of personal data is carried out in accordance with Act No. 90/2018 on the Protection of Personal Privacy and Processing of Personal Data and the rules established thereunder. Further information on the processing of personal information may be found in the rules that the company has established for itself on the website of the company, [vis.is](http://vis.is) (in Icelandic only), including as regards what personal information the company collects, for what purpose and on the basis of what authorisations, how long the information is

kept and what rights customers have as regards the company's processing of such information.

#### 9.18 Claims database

9.18.1 Claims Database is the shared database of non-life insurance undertakings in Iceland. The database is operated by Creditinfo, as an independent entity, according to authorisations granted by the Icelandic Data Protection Authority for the purpose of preventing insurance fraud and overpayment of insurance compensation. The insurance undertakings are each responsible for the information that they enter into the Claims Database, while Creditinfo is the controller, cf. Act No. 90/2018 on Data Protection and the Processing of Personal Data.

9.18.2 All losses or damages that are notified to the company are recorded in the Claims Database.

9.18.3 The following information may be recorded in the Claims Database:

- Name of insurance company.
- ID No. of the injured party.
- Case No. at the company.
- Type of insurance.
- Type of loss or damage.
- Date of loss or damage.
- Date of registration in the Claims Database.
- Location of loss or damage.
- Unique number of the insured item, e.g. vehicle number.

9.18.4 Information on individual health issues in connection with physical injury may not be recorded in the Claims Database.

9.18.5 Access to the Claims Database is limited to the employees that record instances of loss or damage and are involved in claims settlements.

9.18.6 The information contained in the Claims Database may not be used for marketing and/or business purposes.

9.18.7 Information contained in the Claims Database is deleted when no longer needed, at the very

### 10 GENERAL LIMITATIONS ON LIABILITY

#### 10.1 General exemptions

This insurance does not compensate:

- a. Loss resulting directly or indirectly from automobile and motor sports or the use of motorcycles, whether the insured is a driver or a passenger. The restriction on motorcycles does not apply, however, to the use of a light

motorcycle rented during travel covered by this insurance.

b. Loss due to accidents occurring in competition or training in preparation for competition in any kind of sports, except in the case of children under the age of 16.

c. Loss or damage resulting directly or indirectly from flight in an aeroplane, other than scheduled air travel undertaken, as a paying passenger, with a registered air carrier in possession of the requisite permits.

d. Loss or damage that directly or indirectly results from suicide, self-inflicted injuries, fist-fights, participation in a criminal offence, the abuse of drugs, consumption of controlled substances, alcohol or sexually-transmitted diseases.

e. Loss or damage resulting directly or indirectly from any form of mountain climbing, rappelling, parachute jumping, air balloon flying, bungee jumping, hang gliding, glider flying, kayaking, sailing on boats rowed down rivers and waterways with strong currents, scuba diving or other submarine or subterranean activities, horse racing and/or other activities that are comparable to and are by their nature related to all of the above.

## 10.2 Wars, strikes, nuclear energy, terrorism, natural disasters, etc.

The Company does not compensate loss or damage directly or indirectly caused by war, invasions, the actions of foreign enemies, military actions (irrespective of whether war has been declared), civil war, armed resistance, revolution, uprisings, uprisings against the authorities, riots, strikes, military coups or coups d'état, martial law or siege or events or causes that are critical factors leading to a declaration of the entry into effect of martial law or siege conditions.

The Company does not compensate loss or damage or costs which to some extent or entirely are caused, directly or indirectly, or originate in or from:

1. Ionic radiation or pollution from any kind of nuclear fuel or nuclear waste or from the combustion of nuclear fuel.

2. Radiation, poisoning, explosions or other hazardous or polluting properties of nuclear stations, nuclear reactors, or any kind of nuclear equipment, or any parts of such stations, reactors, or equipment.

3. Any form of weapons using atomic or nuclear fission or the fusion of atoms or nuclei or other similar nuclear reactions, radiation energy or other radioactive materials.

The Company does not compensate for loss or damages or costs directly or indirectly caused by biochemical or chemical pollution from any form of acts of terrorism irrespective of any possible interactive causes.

**Acts of terrorism** include, but are not limited to, the use of force or violence and/or threats of

such use, by a person or a group of persons, whether he or they work alone or on behalf or in connection with one or more organisations or governments, one or more, and which are performed for political or religious purposes, for idealistic or nationalistic purposes or for such reasons, including for the goal of having an effect on the government and/or to make the public, or a proportion thereof, fearful.

**Pollution means corruption**, poisoning or restrictive and/or limiting effects on the use of items and materials due to chemical compounds and/or biological materials.

The Company does not compensate for loss or damage resulting from volcanic eruptions, earthquakes, landslides, snow avalanches, floods or other natural disasters. Loss or damage resulting from natural disasters is compensated by the Iceland Catastrophe Insurance.

## 10.3 Limitations to liability with respect to information technology.

Property damage insured against according to this insurance covers material damage and loss to property with ownership rights attached. Material loss or damage to property with ownership rights does not cover loss or damage to information data or software, particularly harmful changes to information data, software or computer programming caused by destruction, distortion or because their original form has been deformed.

As a result, the following are not included in this insurance policy:

a. Loss or damage to information data or software, particularly harmful changes to information data, software or computer programming, caused by their destruction, their distortion or that their original form has been deformed, as well as all operating losses due to the cessation or disruption of operations caused by such loss or damage.

b. Loss or damage caused by the reduction of function or usefulness, scope of use or access to information data, software, or computer programming, as well as all operating losses due to the cessation or disruption of operations caused by such loss or damage.

## 10.4 Right to limitations to compensation amount

If a number of individuals insured through the cardholder travel insurance suffer an accident because of a single loss incident, the Company's total compensation shall be limited to USD 10 million or the equivalent in Icelandic króna. In the event of a reduction in compensation due to this provision, the reduction will be proportional and will be based on the compensation to which each beneficiary would otherwise have been entitled.

## **11 PAYMENT OF COMPENSATION AND INTEREST**

**11.1** Claims may be filed 14 days after the Company had the opportunity to obtain the information necessary to assess the insurance incident and determine the amount of compensation. The insured has a right to interest on his claim pursuant to Article 50 or Article 123 of Act No. 30/2004 on Insurance Contracts.

## **12 HANDLING OF DISPUTES AND VENUE**

**12.1** In the event of a dispute concerning the insurance, an Icelandic court shall rule on the matter according to Icelandic law, unless otherwise provided for pursuant to international agreements by which Iceland is bound.

**12.2** In other respects, disputes concerning the insurance contract and the Company's liability for compensation may be referred to the Insurance Companies' Loss Committee and the Insurance Rulings Committee. Information on these committees and their procedures can be obtained from the Company.

**12.3** Notwithstanding the resources available according to the second paragraph, the parties are entitled to refer the dispute to the courts. Such cases shall be referred to the District Court of Reykjavík.

**12.4** The domicile and venue of the Company are in Reykjavík.

**These terms are effective as of 18 February 2019.**

## **SOS INTERNATIONAL SECURITY SERVICE AND EMERGENCY ASSISTANCE**

The accident and medical service is a part of the medical expenses aspect of the insurance policy. Other services provided by SOS INTERNATIONAL are charged at cost price, but all advice is rendered free of charge. SOS INTERNATIONAL shall be notified as soon as possible of a serious accident or illness sustained by the insured while travelling abroad and must also be notified that the insured is insured with an Íslandsbanki credit card.

SOS INTERNATIONAL services rendered due to accident or illness abroad are covered by the cardholder's Íslandsbanki travel insurance with Vátryggingafélag Íslands (VÍS), on the condition that payment of travel expenses with an Íslandsbanki card has been in accordance with the insurance terms.

Other services provided by SOS INTERNATIONAL are charged at cost price, but all advice is rendered free of charge. When seeking information or assistance from SOS INTERNATIONAL, it is necessary to quote the card number, name, ID No. and address of the cardholder, and to specify that the cardholder is insured by an Íslandsbanki credit card.

### **Services in case of accident or illness**

#### **Experienced staff members handle the following:**

- giving advice and providing the names, addresses and telephone numbers of recognised physicians, medical centres or hospitals, and dentists all over the world.
- contacting hospitals and providing guarantees (collateral) for payment of expenses, if necessary.
- speaking to physicians and hospital staff in more than 30 languages.
- transport home and the best means of travel, with regard to the patient's condition.
- ensuring that the necessary nursing staff accompanies the patient.
- assisting and organising the return trip of a relative/relatives of the ill or injured person.
- organising and providing assistance concerning the return trip of children of the ill or injured person in the safe custody of an adult, if necessary.
- rendering assistance regarding general insurance matters, handling of accidents, and hazardous situations.

### **Travel services**

Information is given on the following and assistance rendered, if requested:

- visas, vaccinations, meteorological conditions, road conditions and travel conditions, healthcare services, etc.
- renewal of lost or stolen passports, travel tickets, and travel documents.

### **EMERGENCY TELEPHONE SERVICE**

SOS INTERNATIONAL emergency service is available 24 hours a day, year-round.

**Phone number in Denmark (45) 70 10 50 50**

**Fax number in Denmark (45) 70 10 50 56**

**E-mail: [sos@sos.dk](mailto:sos@sos.dk)**

**Website: [www.sos.dk](http://www.sos.dk)**

### **Vátryggingafélag Íslands (VÍS)**

**Tel.: 354 560 5000**

**Fax: 354 560 5108**

## CAR RENTAL INSURANCE

Car rental insurance includes the following policies:

### COMPREHENSIVE MOTOR INSURANCE SUPPLEMENTAL LIABILITY INSURANCE

#### SECTION 1. DEFINITIONS

For the purposes of these terms and conditions, the following words and expressions shall have the following meanings:

The **Company** refers to Vátryggingafélag Íslands hf. (VÍS).

**Cardholder** means the person who is the holder of a valid card issued by Íslandsbanki.

**Rented car** means any car which is rented by contract for one or more days or weeks from a car rental company or from its agency holding all required licences from the respective authorities in the country, state or municipality.

The **insured** means anyone who has a claim for compensation or who has insurance coverage in the event of loss or damage. This relates to a holder card who is registered as the driver of the rental car as well as other registered drivers of the rental car who fulfil the requirements for being any of the following parties: his spouse, his cohabiting partner, children, parents, parents-in-law, siblings, a customer or a colleague.

**Physical injury** means injury to the body, illness or disease, and includes death resulting from such causes.

**Damage to property** means physical damage or destruction of tangible property occurring during the insurance period, including loss of use of the property.

**Supplemental liability insurance** means this present insurance policy which takes over when damage claims that may accrue to the insured have exceeded insurance amounts and the deductibles from the mandatory liability insurance for the rental car and/or other similar liability insurance which the car rental company or the cardholder has taken/purchased.

**Insurance compensation** means the sums that are paid according to repair invoices, when negotiating the resolution of a claim or according to judgment.

**Insurance period** means that period of time that is recorded in the car rental agreement and pertains to the period during which the rented car is in the possession of the insured. The first day of the rental period must be within the insurance period in order for this insurance policy to become effective and the insurance policy shall never apply to an insurance period exceeding 31 consecutive days.

**Car rental agreement** means an agreement that the insured enters into regarding the leasing of a rental car for a day or weeks with a car rental company or an agency having the proper licences from the relevant authorities.

**Rental period** means the period for which the rental car has been rented and the insured obtains a legal right to temporary possession of the car which will expire at the time when the car has been returned to the car rental company, whether at its place of business or at another place.

**Country of residence** refers to the country where the insured (a) maintains his or her legal address, (b)

resides for purposes of work or study, or (c) has lived continuously for a period of at least 180 days.

### Section 2. COMPREHENSIVE RENTAL AUTOMOBILE INSURANCE

#### Article 1. Validity

a. If a cardholder has a valid card the Company will compensate the insured that have been named in the car rental agreement for any loss or damage that may occur to the rental car for which they will be liable according to the provisions of the car rental agreement. The insurance cover according to this part of the terms and conditions is provided for the lease of ONE RENTAL CAR IN EACH INDIVIDUAL CASE.

b. The insurance covers only rental cars that are owned by a car rental company holding the required licences.

c. If insurance is purchased from the car rental company, the Company will pay the difference in the deductible in that insurance and this insurance, if it is lower.

d. Insurance provisions according to these terms and conditions are neither wider nor narrower in scope than would have been in the case of a Loss Damage Waiver (LDW) Insurance or other similar insurance being offered by the car rental to which the car in question belongs.

e. The insured are the drivers of the rental car, who are the cardholder along with drivers connected with the cardholder: his spouse, registered domestic partner, children, parents, parents-in-law, siblings, customer and colleague. The insured drivers shall be listed in the RENTAL AGREEMENT, AND THE DRIVER SPECIFIED FIRST MUST BE THE HOLDER OF THE CARD. All insured drivers must have a valid driving licence and aged 21 to 74.

f. This insurance is not valid in Iceland, Russia and the former republics of the Soviet Union (Baltic countries excluded), Africa (S-Africa excluded) and not within the cardholder's country of residence.

#### Article 2. Insurance amount and deductible

The Company will pay compensation up to USD 50,000 (or the equivalent in the currency of the country in question) minus a deductible of 200 USD

#### Article 3. The causes of loss or damage covered by the insurance

Compensation will be paid because of damage to the vehicle itself and its normal accessory parts caused by lightning, fire, explosion, collision, colliding, overturning and leaving the road.

Compensation will be paid for theft and vandalism to the vehicle.

#### Article 4. Insurance policy validity period

The insurance policy becomes valid when the insured obtains a legal right to temporary possession of the car which will expire at the time when the car has been returned to the car rental company, whether that is at its place of business or at another place. The insurance policy is, however, valid only in respect of rent for 31 days or less.

#### **Article 5. Notification of loss or damage – measures taken with respect to loss or damage**

In the event of loss or damage, the insured must notify the Company as soon as possible, in accordance with further instructions provided by the Company or the card issuer. When loss or damage has occurred, or if there is a direct risk that it will occur, the insured must try to avert or minimise the loss or damage. The insured shall also make arrangements to indemnify the Company, should he have a right to indemnity from a third party. The insured shall provide the Company with an option to inspect and assess the loss or damage prior to repairs being carried out or damaged items disposed of. If the insured neglects these duties, such neglect may cause a reduction or loss of insurance coverage according to Act No. 30/2004 on Insurance Contracts.

#### **Article 6. Determination of liability**

No one may admit liability on behalf of the Company without having obtained written approval from the Company, nor may any party pledge any kind of obligation on the Company's behalf. The Company shall have the unrestricted right to invoke and conduct a judicial action and/or negotiate a settlement in an action at law that may be brought because of or in connection with claims against the insured.

#### **Article 7. Transfer of rights – recourse**

The policy-holder may not, without the consent of the Company, assign or pledge his rights under the insurance contract. If the Company pays compensation for loss or damage for which a third party is liable, the Company acquires the right of the insured against that party to the extent of the compensation sum.

All claims based upon this insurance policy are governed by Icelandic law and Icelandic courts alone shall have jurisdiction with respect to any dispute that may arise based upon this insurance policy.

#### **Article 8. Excluded risks**

The insurance does not compensate for loss or damage of rental cars that have not been rented by the cardholder.

##### **The insured causes an insurance event:**

a. Intent: If the insured has intentionally caused an insurance event, the Company will not be held liable, as provided for in the first paragraph of Article 27 of Act No. 30/2004.

b. Gross negligence: If the insured has caused an insurance event by gross negligence or if the consequences of the insurance event were greater than otherwise would have been, then the Company's liability may be reduced or cancelled, as provided for in the second paragraph of Article 27 of Act No. 30/2004. When assessing whether conduct is considered to involve gross negligence, account will be taken, among other things, of whether or not the insured was considered able to control a vehicle securely, or whether he was unable to do so according to the provisions of the Traffic Act because of the foregoing consumption of alcohol, drugs, stimulants or tranquillizing medication.

##### **Violations of precautionary rules:**

a. Precautionary principles are rules of conduct set forth with the intent to prevent and limit loss or damage. It is a precondition for approving the insurance that the set precautionary principles have always been followed.

b. If the insured has neglected to comply with precautionary principles or other instructions contained in the insurance contract, the liability of the Company may be reduced or cancelled, as provided for in Article 26 of Act No. 30/2004.

c. Precautionary principles regarding licences: The insured and those who are liable for the insured vehicle with the agreement of the Company must be in possession of a valid driving licence when driving the vehicle.

d. Rental cars must be properly maintained. The Company does not compensate for loss or damage resulting from normal wear and tear, or inadequate maintenance of the rental car.

##### **The conduct of individuals other than the insured:**

Provisions stipulating that the right to compensation will be reduced or cancelled because of the actions or acts of neglect of the insured also apply to the right to compensation because of the conduct of any of the parties, cf. Section 1.2 of these terms and conditions, who, with the approval of the owners of the vehicle, is liable for the insured vehicle.

##### **The Company does not pay compensation:**

a. When the insured has not acquired a licence to drive the vehicle in question or has lost his licence to do so.

b. When the loss or damage occurs because of racing, motor racing, test driving or training for such driving.

c. When the vehicle is driven where driving the vehicle is prohibited, off-road driving, such as on meadows and grasslands, on snow banks, on ice, on unbridged rivers or streams, on the seashore, over muddy fords, on difficult, narrow country roads or tracks and/or other off-road ground. However, compensation will be paid for loss or damage resulting from the driver being forced to leave the roadway, e.g. because of roadside repairs.

d. When the vehicle is used in a manner which violates the terms and conditions of the car rental agreement and the provisions of the insurance terms.

e. When the loss or damage occurs because of defects in material, design faults, defective workmanship, faulty repair or breakdown of the vehicle. However, damage to other parts of the vehicle resulting from the above causes will be compensated in the event of colliding, collision, overturning or skidding off-road.

f. When the loss or damage is caused by war (whether or not a state of war has been declared), civil war, disturbances, riots, confiscation or nationalisation of property, destruction or damage to the rental car by or according to the dictates of any government or authorities whatsoever countrywide or in the provinces, labour strikes or other comparable events.

g. When the any loss or damage is attributable to nuclear power, ionising radiation and radioactive materials.

h. When the loss or damage is caused by insects or vermin.

i. In the case of any claims, or events that may result in claims, that are not notified to the Company in writing within one year.

j. When the loss or damage is caused by any kind of fraudulent, deceitful or culpable act committed by the insured or with which he is associated.

k. for expenditure incurred, the cost thereof having been declined or which has been paid by the car rental company or its insurers.

l. for a claim due to a manufacturing defect and/or production defects.

m. for loss or damage is caused by the driving of parties who are not referred to by name in the car rental agreement and who meet other conditions as the insured.

#### **Article 9. Excluded vehicles**

The insurance policy does not cover vehicles that are particularly high speed vehicles, i.e. Aston Martin, Ferrari, Porsche, McLaren, Lamborghini and other such makes, along with vehicles that are more than 20 years old or that have not been manufactured for a period of 10 years or longer. It is the responsibility of the renter to ascertain (before renting the vehicle) from Company that the vehicle is covered by this insurance.

Furthermore, the insurance does not cover the rental of certain vehicles, such as lorries/trucks, tractors, any kind of heavy machinery, attached vehicles and trailers, caravans, motorcycles, motorised bicycles, light motorcycles, 4x4 terrain vehicles for off-road driving, recreational vehicles, motor homes heavier than 7.5 tonnes, vans and vehicles with more than 9 seats.

### **SECTION 3. RENTAL CAR SUPPLEMENTAL LIABILITY INSURANCE**

#### **Article 10. Validity**

a. If a cardholder has a valid card the Company will compensate for any claim for which the insured persons specified in the rental agreement, as drivers of the rented vehicle during the rental period, may be liable vis-à-vis a third party. This present insurance policy takes over when damage claims that may accrue to the insured have exceeded insurance amounts and the deductibles from the mandatory liability insurance for the rental car and/or other similar liability insurance which the car rental company or the cardholder has taken/purchased. The provisions of this insurance policy are under no circumstances more extensive than the insurance provisions of the car rental agreement.

b. The insured are the drivers of the rental car, who are the cardholder along with drivers connected with the cardholder: his spouse, registered domestic partner, children, parents, parents-in-law, siblings, customer and colleague. The insured drivers shall be listed in the RENTAL AGREEMENT, AND THE DRIVER SPECIFIED FIRST MUST BE THE HOLDER OF THE CARD. All insured drivers must have a valid driving licence and aged 21 to 74.

c. This insurance is not valid in Iceland, Russia and the former republics of the Soviet Union (Baltic countries excluded), Africa (S-Africa excluded) and not within the cardholder's country of residence.

#### **Article 11. Insurance amount**

The Company pays up to USD 1,000,000 in excess damages during the insurance period.

#### **Article 12. Scope of coverage**

This insurance is a supplemental liability insurance and provides the same insurance cover as that covered by the mandatory liability insurance of the rental car or other comparable liability insurance which the car rental company or the cardholder has taken/purchased.

It is a precondition for receiving compensation from the insurance policy that the insurers of a mandatory liability insurance for the rental car or other insurers that provide similar liability insurance for car rental companies have accepted liability or have been considered liable to pay a claim for damages that has been made. This insurance will take over when the mandatory liability insurance or other comparable liability insurance cannot pay in full the claim for damages because the insurance amount has been fully paid, in which case this insurance will pay that difference up to the maximum referred to in Article 2 above.

The insurance policy will in particular cover any insured individual against whom claims are made or an action at law is brought, however, with the exception that the involvement of more than one insured individual shall not result in an increase in the insurance amount specified in Article 2 above.

#### **Article 13. Insurance policy validity period**

The insurance policy becomes valid when the insured obtains a legal right to temporary possession of the car which will expire at the time when the car has been returned to the car rental company, whether that is at its place of business or at another place. The insurance is only valid, however, for a rental period of 31 days or shorter.

#### **Article 14. Costs, fees and expenses**

When the insured has the right to be covered by another insurance policy, e.g. a mandatory liability insurance for the rental car or other comparable insurance, the Company reserves the right, without obligation, to take part in the defence and administration of any kind of claim or legal action that the Company might naturally take part in according to the provisions of the insurance terms.

All expenditures for investigation and defence in an action at law involving a claim covered by this insurance policy, including court costs, guarantees placed in case of appeal, interest prior to and subsequent to the rendering of judgement, shall not fall under the compensation limits of the insurance policy.

#### **Article 15. Excluded risks**

In addition to the exempted risks specified in the rental agreement, this insurance does not cover:

a. Liability for compensation which the insured is expected to undertake in accordance with legislation on uninsured drivers, under-insured drivers, or legislation concerning loss or damage when the driver is not culpable and legislation concerning the accidents of those who suffer such loss or damage or any other similar legislation that may exist. By accepting this

insurance, the cardholder agrees that he will represent himself and all other individuals who may be co-insured under this insurance policy. The insured, furthermore, accepts to the extent permitted by law that the insurance policy does not provide any insurance cover which might otherwise be required under some or other such act of law. These excluded risks do not, however, include compensation up to USD 100,000 in total, which the insured and the co-insured have a right to collect according to the terms of an insurance policy which covers uninsured or under-insured drivers or accidents where the person causing the accident leaves the scene of accident.

b. Personal injury or damage to property of insured persons according to this insurance policy or, to the extent permitted by law in the state in which the rental agreement is signed, the bodily injury or damage to property of any person related to the insured by blood, marriage, or adoption and living under the same roof.

c. A judgement of compensation for the purpose of punishment or as a preventive measure.

d. Any kind of obligations where the insured or any other of his insurers may be deemed liable according to the Act on compensation to workers, for occupational illness, unemployment benefits or disability benefits or any other similar acts of law.

e. Physical injury or material damage which is the result of the spreading of, release of, sudden leakage or trickling of any kind of oil, mineral oil or derived materials, lipids, smoke, steam, soot, any type of harmful and poisonous matter, liquid and gases or other irritants or contaminants into or onto the ground, the atmosphere or any kind of moving water or lake, or wetland, but however not limited to hazardous materials in the groundwater, the subsoil or anything therein. This exclusion also applies to cleaning costs accrued and to any kind of physical injury or material damage resulting from or connected to any of the above. This provision does not, however, apply to the following:

a. if a tank or other such container holding pollutants has rolled over, turned upside down or been damaged because of the use of the insured rental car; or

b. such roll over or damage to the car causes the emission, distribution, release or sudden leakage of pollutants.

f. The insured person's liability for compensation which directly or indirectly arises from, occurs because of or is the consequence of war, invasion, the activities of foreign enemies, military conflict (whether or not war has been declared), civil war, riots, revolution, disturbances, takeover by the military or by other entities, confiscation or nationalisation of property, government commandments, destruction or damage to the rental car by or according to the dictates of any government or other authorities whatsoever country wide or in the provinces.

g. Physical injury or material damage because of the moving, handling, distribution, sale or disposal of asbestos materials, products or goods that contain asbestos.

h. Physical injury or material damage because of the manufacture, treatment, distribution, sale, use, consumption or use of any products known to contain polychlorinated biphenyl or which contain derivative

polychlorinated biphenyl compounds or which are commonly known in the chemical industry to be based on similar formulae or activity without regard to the name under which the products are manufactured, sold or distributed.

i. Physical injury or material damage caused by the hazardous properties of chemicals or core materials that:

a. any individual or agency is required to maintain a financial insurance over according to laws concerning nuclear energy from 1954 (USA) or any kind of amendments to those laws, or

b. the insured has or would have had the right, had this insurance policy not been issued, to receive compensation from the USA or from any of their agencies under an agreement entered into by the USA or any of their government agencies and by some individual or agency.

j. The Company does not provide insurance cover to any insured parties who have put forth fraudulent statements or shown fraudulent conduct in relation to any kind of accident, loss or damage.

k. The Company does not provide insurance cover to any insured who knowingly causes physical injury or material damage.

l. Insurance cover is only provided with respect to the lease of ONE VEHICLE IN EACH CASE when it may be driven and operated by any of those identified as insured persons AS SET OUT IN THE CAR RENTAL AGREEMENT, AND THE PERSON WHO IS THE FIRST LISTED AS DRIVER MUST BE THE CARDHOLDER.

m. The insurance policy enters into force the moment when the insured obtains a legal right to temporary possession of the car which will expire at the time when the car has been returned to the car rental company, whether that is at its place of business or at another place. Liability according to this insurance policy is limited to the liability for which the insured would have been covered if he had taken a supplementary liability insurance (LIS) or other comparable insurance from the car rental company.

n. Liable loss or damage if no other liability insurance is in effect for the vehicle.

#### **Article 16. Conditions**

a. The acceptance of the insured:

By accepting the supplemental liability insurance (LIS) in the car rental agreement, the insured waives, on his behalf and on the behalf of other insured, his right concerning insurance protection from this insurance.

b. Claims against the Company:

A claim against the Company is not considered legitimate unless the insured has complied in full with all the terms and conditions of the insurance policy. Compensation will only be paid if it has been determined in a judgement or by the written approval of the insured, the creditors and the Company. Maximum compensation is limited to the insured amount of the insurance policy. The obligation of the Company to reach a settlement or to undertake to defend its position shall be completed when the insurance sum has been



paid in full. The Company has no obligation to maintain a defence in any action at law or to negotiate a settlement concerning any claim because of physical injury or material damage which the insurance policy does not cover. No individual or agency holds any right under this insurance policy to link the Company to any direct legal proceedings against the insured in order to determine his liability to pay damages, nor may the insured or his legitimate representative link the Company to any such legal action. The bankruptcy or insolvency of the insured or the estate of the insured will not in any way change the obligations of the Company according to this insurance policy.

c. Appeals:

In the event that the insured chooses not to appeal the decision of the court where the claim amount exceeds the insurance amount of mandatory liability insurance for the rental car or other comparable insurance, the Company may do so at its own cost and it shall then bear the taxable costs, expenditures and insurance that may be accrued. The Company's liability, however, shall in no event exceed the amount specified in this insurance policy for any one occurrence in addition to taxable cost, expenditures and interest that may accrue under such appeal.

d. Assignment:

The transfer of interests under this insurance policy does not bind the Company unless there is a written agreement by the Company on the policy.

e. Assistance and co-operation by the insured:

The insured must co-operate with the Company with respect to any investigation, settlement of claims or defence against any kind of claim or legal action.

f. Bankruptcy or insolvency:

The insolvency or the financial inability of the insured will neither increase the amounts which the Company otherwise would have to pay, nor will this insurance policy be added to any reduced insurance amount that may be offered because of insolvency or financial inability of the insured.

g. Adjustments:

Notifying an agent or the knowledge of an agent or any other individual will neither affect an assignment or adjustment of any part of this insurance policy nor prevent the Company from exercising its rights under the insurance policy, neither will it be possible to waive the terms of the insurance policy or amend them except with an endorsement that forms part of this insurance policy and is signed by a qualified representative of the Company.

h. Loss and damage notification:

When an event occurs that causes physical injury or material damage and it would be natural to assume that

this would be the cause of the making of a claim under this insurance policy, the insured must notify the Company in writing immediately, as soon as possible. Such notification will be an addition to any other commitments which the insured may have according to the mandatory liability insurance for the rental car or other similar insurance that the car rental company may take. Such notification shall provide detailed information regarding the insured and information which may be considered natural to gather taking into consideration time, location and the conditions connected with an insurance event. The insured shall, in the same manner, notify the Company regarding any kind of claim or legal action that he may receive because of such an event, and deliver all relevant documents and data. If the insured knowingly conceals from the Company any information regarding such a claim or legal action, or if he does not deliver data concerning the case, then such conduct may lead to the loss of insurance cover according to this present insurance policy.

i. Separation of interests:

The insurance policy will, in particular, cover any insured individual against whom claims are made or an action at law is brought, with the exception, however, that even though more than one insured individual is involved it shall not promote an increase in the insurance amount under Article 2 of the insurance policy.

j. Subrogation:

If the Company pays compensation for loss or damage according to this insurance policy, the Company shall accept all the rights of the insured to recourse connected with such payment, towards any individual or organisation whatsoever, and the insured shall have made and delivered instruments and documents and do whatever may be necessary in order to ensure such rights. The insured shall not undertake any action following an insurance event that might put such rights at risk. All recourse claims by the Company that are collected or are received after the loss or damage claim has been settled according to this insurance policy shall be utilised as they would have been utilised or would have been received prior to such settlement of loss or damage, and any necessary measures will then be made between the insured and the Company.

#### Section 4. GENERAL PROVISIONS

##### Article 17. Validity

Act no. 30/2004 on Insurance Contracts applies to this insurance. The provisions of these terms and conditions take precedence over derogable legal provisions.

##### Article 18. Damage and claim notification

**THE COMPANY MUST BE NOTIFIED OF ANY LOSS OR DAMAGE RELATING TO THE RENTAL CAR OR ITS USE.**

The insured must send written notification of the event to the Company as soon as possible, in accordance with further instructions provided by the Company or the card issuer. In all instances, notification must be sent regarding potential claims that may accrue because of

an occurrence which will be considered to lead to recoverable loss or damage under the provisions of Sections II and III of the insurance policy.

**Article 19. Time limit to notify of loss or damage – Expiry**

**The insured loses the right to compensation if:**

1. He does not notify the insurance company of his claim within one year from the time when he became aware of the event which gave rise to the claim.
2. He has not initiated court proceedings or requested procedure before the Insurance Complaints Committee within one year from the receipt of written notification that the claim was rejected, as provided for in Article 51 or Article 124 of Act No. 30/2004.

**Article 20. Domicile and venue**

The domicile and venue of the Company are in Reykjavík. Cases which may arise out of this present insurance policy shall be brought before the District Court of Reykjavík. Any disputes relating to the insurance, including when an insurance claim is linked to Icelandic interests, shall be resolved by an Icelandic court in accordance with Icelandic legislation.

**These terms are effective as of  
14 November 2017.**