

# Horse Insurance

Policy Terms E-24

Horse Insurance is a comprehensive insurance that covers horses in Iceland up to 15 years of age. The insurance is suitable for horse owners, whether they own riding horses or horses for breeding and stud purposes. The insurance covers unforeseen costs arising from accidents and illness affecting insured horses.

The insurance is governed by the insurance certificate together with its endorsements and special terms, these policy terms, the company's general terms no. AS-1, and the provisions of the Insurance Contracts Act no. 30/2004, hereinafter referred to as ICA. Provisions in these terms take precedence over provisions in the general terms where there is any conflict.

## Definitions

**The company:** Vörður tryggingar hf.

**Illness:** The term "illness" refers to the horse becoming sick with a recognised and defined equine disease not specifically excluded under these terms.

**Accident:** The term "accident" refers to a sudden event, caused externally or by the horse itself, that causes injury to the horse and occurs without the intent of the person handling it.

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## Chapter 1. Life and Health Insurance

**The coverage is included if specified on the insurance certificate.**

### Art. 1. What does the insurance cover?

The insurance pays benefits:

- a. if a horse dies from an accident or illness, or if it is necessary to have it euthanised on the recommendation of a veterinarian or pursuant to the provisions of the Animal Welfare Act no. 55/2013.
- b. if a horse is stolen or goes missing and is not found within 120 days of the company receiving notification of its disappearance, provided the insured has maintained reasonable search efforts through search operations and public advertisements. The company is entitled to fund search operations and/or advertisements, but the company's costs in that regard are deducted from the benefits when they are settled. The maximum benefit under this item is 75% of the sum insured.
- c. if the horse permanently and completely loses its health but survives, or if the loss event completely eliminates the utility specified in the application and stated on the insurance certificate, benefits are paid less the assessed value of the horse after the loss event. The maximum benefit under this item is 75% of the difference between the assessed value before and after the loss event, but never exceeding 75% of the sum insured.

The policyholder must be able to demonstrate that the horse has documented merits and that it has been carrying out the specified work or has been in use until the loss event occurred.

Upon settlement of a claim under this provision, the insurance lapses entirely at the next renewal.

#### **Art. 2. What does the insurance not cover?**

The insurance does not cover loss caused by:

- a. behavioural problems or hereditary or congenital diseases or conditions.
- b. events that arose or were diagnosed before the insurance took effect, or diseases that arise within 30 days of the insurance taking effect.
- c. orders from authorities or other comparable measures.
- d. depreciation in the value of the horse, even where this is a consequence of an accident or illness, if the utility specified on the insurance certificate remains unchanged.
- e. infertility, unless the insurance certificate states that a breeding horse for stud purposes is insured.
- f. age-related diseases.
- g. spavin.
- h. competition, unless the insurance certificate states that a competition horse is insured.

#### **Art. 3. Safety regulations**

- a. The care of the horse, its housing, and its feeding shall comply with the provisions of the Animal Welfare Act no. 55/2013 at all times, as well as applicable regulations and administrative instructions.
- b. The horse shall be vaccinated against the diseases and infections recommended by veterinarians. Medication shall be used regularly to eliminate lice.
- c. Deworming shall take place at least twice a year or more frequently as recommended by veterinarians.
- d. Dental and hoof care shall be maintained to a high standard, with regular preventive measures such as filing of tooth spurs, floating, and hoof cleaning, as well as routine shoeing of riding horses.
- e. Municipal regulations on free-ranging animals shall be followed. Reasonable efforts shall be made to keep the horse within designated and lawful areas through regular monitoring and maintenance of fences.

## **Chapter 2. Veterinary Expenses Insurance**

**The coverage is included if specified on the insurance certificate.**

Other parts of these terms also apply to veterinary expenses insurance, where relevant, such as safety regulations.

#### **Art. 4. What does the insurance cover?**

The insurance covers reasonable, necessary, and unforeseen veterinary costs that are a direct consequence of accidents or illness affecting the insured horse.

Veterinary costs are defined as:

- a. payments to a veterinarian or veterinary hospital for examination and treatment due to illness or accident.
- b. medication dispensed and administered by a veterinarian or other specialist during examination or treatment due to illness or accident.
- c. dental repair due to an accident.
- d. caesarean section.
- e. necessary transportation of a horse to and from a veterinarian due to illness or accident.

**Art. 5. What does the insurance not cover?**

The insurance does not cover costs arising from:

- a. events that occurred before this insurance took effect, or diseases that come to light within 30 days of the insurance taking effect.
- b. behavioural problems or hereditary and/or congenital conditions.
- c. preventive examinations or treatments, or abnormal growth and related diseases.
- d. castration, sterilisation procedures, or the birth of offspring.
- e. shoeing and hoof care, dental care, or deworming.
- f. feed, dietary supplements, or hygiene products.
- g. aids or health products, even if recommended or prescribed by a veterinarian.
- h. veterinary or hospital certificates and prescriptions, unless requested by the company.
- i. additional charges for veterinary costs arising from a veterinary call outside normal working hours, unless urgently necessary.

## **Chapter 3. Liability Insurance**

**The coverage is included if specified on the insurance certificate.**

**Art. 6. What does the insurance cover?**

The insurance covers insured events caused by the insured horse that occur during the policy period and result in personal injury or property damage, provided the liability is no broader than standard tort liability outside contract.

If the consequences of an event that has caused loss during the policy period do not become apparent until after the insurance has lapsed, the company will nonetheless pay benefits.

**Art. 7. What does the insurance not cover?**

The insurance does not cover loss:

- a. suffered by the family and relatives in the household of the policyholder. The same applies to the family of any person who has the horse in their custody in any capacity, such as in keeping, rental, use, pasture, or on a visit. Family includes the spouse (or cohabiting partner) of the insured, children, and other relatives, provided these parties share the same registered domicile.
- b. to items that the parties referred to in item (a) have on loan, rental, in storage, or in their custody for other reasons, including items taken without authorisation.
- c. attributable to non-compliance with laws and regulations on free-ranging animals, animal identification, or other applicable rules.

**Art. 8. Agreement with the injured party**

The insured shall consult the company if a claim for damages is brought against them in connection with loss allegedly caused by the insured horse. The company has full authority to conduct negotiations with the injured party (the party bringing the claim against the insured) and, where applicable, to conduct the defence. The company is entitled to pay benefits directly to the injured party.

The insured's acknowledgement of liability is binding on the insured alone and not on the company.

## **Chapter 4. General Provisions**

This chapter applies to all components of this insurance, where relevant.

### **Art. 9. What is insured?**

The insured property is the horse specified on the insurance certificate and stated in the insurance application.

### **Art. 10. Who is insured?**

The insured is the policyholder of this insurance. This insurance does not benefit mortgagees or others holding indirect ownership rights, unless approved by the company and specifically endorsed on the insurance certificate.

### **Art. 11. Where does the insurance apply?**

This insurance covers only loss events occurring in Iceland.

### **Art. 12. Safety regulations**

The insured and those identified with them are required to comply with the safety regulations set by the company in these terms or on the insurance certificate. Failure to do so may result in reduction or forfeiture of the company's liability under Art. 26 of the ICA.

**These terms are valid from 01.01.2025**

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*This document is an AI translation of the official Icelandic text. In the event of any discrepancy between the translation and the original Icelandic version, the Icelandic version shall take precedence.*