



# Arion Bank's Platinum and Platinum business credit card

Terms F-8

Customers of Arion Bank with valid Platinum and Platinum business credit cards are insured in accordance with these terms.

Where these terms do not specify, the provisions of the Insurance Contracts Act No. 30/2004 shall apply.

## Main categories, maximum benefits and deductible:

Category	Maximum amount	Deductible
Travel accident insurance	ISK 12.000.000	
Medical expenses	ISK 16.000.000	ISK 15.000*
Travel disruption	ISK 300.000	
Cancellation insurance	ISK 350.000	ISK 15.000*
Escort in emergency	ISK 300.000	
Reimbursement of trip	ISK 440.000	
Hospital per diems	ISK 144.000	
Luggage insurance	ISK 400.000	ISK 15.000
Delayed luggage	ISK 40.000	
Travel delay	ISK 24.000	
Purchase insurance	ISK 400.000	ISK 15.000
Kidnap insurance	ISK 720.000	
Personal liability insurance	ISK 40.000.000	ISK 25.000

## Car rental insurance

Comprehensive car insurance	USD 50.000	ISK 25.000
Additional liability insurance	USD 1.000.000	

\* Deductible for each insured person

Cardholders can also use the services of **SOS International** which is an international emergency service for serious accidents and illnesses abroad.

*This document is a 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.*

## Definitions

In these terms the following definitions are used:

**Normal route means** a route on roads or tracks. The term outside normal routes applies to a route which is not necessarily linked to a road, track or path and may lead cross country according to Article 5 (1.1) of Act No. 60/2013.

**Subsistence expenses** refer to accommodation, travel costs and other necessary costs as assessed by the company at any given time. Food expenses are not included in subsistence expenses.

**Country of residence** refers to the country in which the insured has a legal residence, residence due to study or work or has lived in for at least 180 days consecutively.

**Travel costs** refer to travel fare and accommodation costs.

**The company** refers to Vörður tryggingar hf.

**Accident involving transportation** means an event when an accident involving a public means of transport results in damage to the insured items. It also refers to damage to items being transported by a carrier.

**Cardholder** is the person with a valid Platinum credit card.

**Close relative** means the spouse, co-habitant, parent, parent-in-law, son-in-law/daughter-in-law (married or registered partner), stepchildren, grandparents, child, grandchild, sibling or fiancé/fiancée of the insured, sibling of the spouse or grandparent of the spouse.

**Close colleague** means a person for whom the insured deputizes or with whom the insured is a co-owner of a business.

**Cohabitant** means that the persons cohabiting have: a) a registered common domicile, b) filed a joint tax return, c) can prove they have been co-habiting for at least one year.

**Accident** means a sudden external event which causes physical injury to the insured and happens without intention on their part.

**SOS International** is an emergency service for serious accidents and illnesses abroad.

**Credit card** means a card issued by Arion Bank.

## 1. Section. 1 Scope

### 1. Art. When and where is the insurance policy valid?

- a. The cardholder is insured under these terms as long as their credit card is valid and there is an insurance agreement between the company and Arion Bank.
- b. However, travel insurance is valid using the card which the cardholder owns on the date of payment of the trip, if the trip is taken within six months of payment, even if the cardholder has cancelled the card before that time. The same time limits apply when the cardholder begins to use a new card which does not grant as extensive insurance coverage as the previous card.
- c. The insurance policy applies to trips from the home of the insured for up to 90 consecutive days.
- d. If the trip takes place within Iceland, the insurance policy is only valid if at least half of the travel costs have been paid with the cardholder's Platinum or accommodation has been booked in advance and the card number provided as payment. In all instances these conditions must have been met prior to departure from the home of the insured.
- e. The insurance policy does not cover trips on land and water outside normal routes.

### 2. Art. Who is insured?

- a. The insurance policy covers cardholders of Platinum and Platinum business credit cards issued by Arion Bank. The insurance policy also covers spouses, co-habitants and dependent children until they turn 23.
- b. The insurance policy also covers children aged 23 and older, sons-in-law/daughters-in-law who live at the same residence as the children of the cardholder, stepchildren and grandchildren accompanying the cardholder.
- c. With the Platinum Business Card insurance also covers one or two customers or co-workers accompanying the cardholder on business trips. It is a condition that it is clearly stated in the travel expenses account who is supposed to be insured by the card (e.g. the insured participants are listed in a special travel expenses account).
- d. a person travelling abroad temporarily to work is insured pursuant to Article 1.a. but a person travelling abroad to study is only insured on their journey to and from Iceland.
- e. A person living outside Iceland is insured pursuant to Article 1 c when travelling to other countries but not while travelling within the country in which they reside.

## 2. Section. Travel accident insurance

### 3. Art. What is covered?

If the insured suffers an accident while traveling, benefits will be paid in the following instances:

- a. Death benefits in the event of an accident while travelling
  - Death benefits amount to ISK 12,000,000
  - Death benefits are paid to the party entitled to payment according to Article 100 (2 and 3) of the Insurance Contracts Act No. 30/2004.
- b. Permanent disability, up to ISK 12,000,000 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 hands	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 thumb	20%

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 tables of the Disability Committee. No consideration is given to occupation or capacity to work.

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

#### 4. Art. Limitations on liability

- a. Death benefits under Article 3.a. are limited to 10% of the total death benefit amount if the individual was under 18 years of age at the time of the accident.
- b. 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 3.a. and 3.b.

60-61 yrs 90%	68-69 yrs 50%
62-63 yrs 80%	70-71 yrs 40%
64-65 yrs 70%	72-73 yrs 30%
66-67 yrs 60%	74 years old and older 20%

Benefits due to Articles 3.a. and 3.b. shall only be payable if the accident results in death or permanent disability within 24 months of the date of accident.

The maximum benefit amount for one or more accidents suffered by the insured during a single trip shall not exceed ISK 12,000,000.

### 3. Section. Medical expenses while travelling abroad

#### 5. Art. What is covered?

The company will pay benefits of up to ISK 16,000,000 for an accident or illness sustained by each covered individual.

The company pays benefits for the following:

- a. Doctor and specialist costs, hospitalization, nursing, medication, and treatment according to a medical certificate from the healthcare institution concerned, in the event that the insured becomes ill or suffers an accident while travelling.
- b. Emergency medical transport in the country where the accident or illness occurs and the necessary extra accommodation and return trip expenses, in consultation with the company or SOS INTERNATIONAL.
- c. Travel costs of person to escort the insured if considered necessary by doctor.
- d. Cost of transporting the deceased to Iceland or country of residence, if the insured dies abroad, and the travel fare of person escorting the deceased and the cost of mandatory measures.
- e. Cost of necessary dental care following a verifiable accident or in order to relieve pain.

#### 6. Art. What is not covered?

The company does not pay for:

- a. Claims for any type of accident, illness, or disease from which the insured has suffered and for which they have received medical care and/or treatment during the six months prior to the payment of the confirmation fee for the trip. Treatment includes any kind of treatment designed to improve or maintain physical or mental health, such as visits to the doctor, the use of medication, rehabilitation, advice, consultations, special diets and alternative medicine.
- b. Any costs paid in accordance with a reciprocal agreement to which Icelandic Health Insurance [Sjúkratryggingar Íslands] is party.
- c. Cost of treatment and/or aftercare in Iceland or in the country of residence.
- d. Treatment abroad which lasts for more than three months.
- e. Disease or accident which is a result of the consumption of alcohol, addictive substances or drugs.
- f. The unclaimed part of the travel costs or a new trip abroad to replace the one which was disrupted.
- g. Additional costs of the new journey home unless confirmed by a medical facility abroad.

- h. Loss that can be attributed to the fact that the insured:
  - could expect to give birth to a child before returning home or if the return date was after the 32nd week of pregnancy.
  - was travelling contrary to the advice of a practising doctor, or with the intention of seeking medical treatment abroad.
- i. Medical bills which are received 12 months after the insurance event occurs.

**7. Art. Duty to notify**

The insured is required to notify the company or SOS INTERNATIONAL as quickly as possible of any serious accident or serious illness suffered by the insured while travelling abroad.

**8. Art. Deductible**

Each insured person pays a deductible of ISK 15,000 for each claim.

## 4. Section. Travel disruption

**9. Art. What is covered?**

The company will pay necessary additional expenses, up to ISK 300,000 for a return trip to Iceland or to the country of residence, if the insured is obliged to curtail their stay abroad due to:

- The death, serious accident or sudden serious illness of a spouse, child, parent, sibling or other close relative of the insured.
- Substantial property damage to the insured's home or private business which necessitates the presence of the insured.

**10. Art. What is not covered?**

The company does not pay for:

- a. The unclaimed part of the travel costs or a new trip abroad to replace the one which was disrupted.
- b. Costs related to any kind of illness or disease which a close relative was suffering with when the confirmation fee was paid.
- c. Cost of the trip home if the cost of the return trip has not been prepaid.

## 5. Section. Cancellation insurance

**11. Art. What is covered?**

The company pays for the costs of the trip which have been prepaid or where advance payment has been agreed upon and which cannot be reimbursed by other parties, e.g. card companies or tour operators, for a total of up to ISK 350,000 for a trip which the insured is unable to go on for one of the following reasons:

- a. Death, physical injury, illness, childbirth or quarantine of the insured subject to confirmation by a practising doctor.
- b. A close relative or close colleague dies, sustains serious physical injury or serious illness subject to confirmation by a practising doctor.
- c. Witness duty before a court or absence due to work that the insured cannot avoid performing pursuant to legislation on mandatory quarantine or if a journey is prevented because of public restrictions due to an epidemic.
- d. Substantial property damage to the insured's home or private business which necessitates the presence of the insured.
- e. Disruption leading to a delay of at least 12 hours in the scheduled departure of a public means of transport used by the insured to travel overseas, according to the itinerary provided to the insured.
- f. Hijacking of means of transport.
- g. Unforeseen change in field or venue of work in Iceland or country of residence.

The above incidents shall be of such a nature as to make the cancellation of the reservation unavoidable. Benefits according to this section are paid due to cancellation up until departure from the home of the insured.

## 12. Art. What is not covered?

The company does not pay for:

- a. Loss resulting from any kind of illness or disease from which the insured was suffering and/or for which they were receiving treatment at the time the confirmation fee for the trip was paid. Treatment includes any kind of treatment designed to improve or maintain physical or mental health, such as visits to the doctor, the use of medication, rehabilitation, advice, consultations, special diets and alternative medicine.
- b. Claims relating to any kind of complications in pregnancy or childbirth which occur after the 36th week of pregnancy which result in cancellation.
- c. Claims relating to the cancellation after the trip from the home of the insured has commenced.
- d. Loss resulting directly or indirectly from the following:
  - Directives issued by governmental authorities (except those regarding mandatory quarantine).
  - Omission or negligence by the party handling transport or accommodation, or omission by the agent in charge of organizing the trip.
  - The insured's reluctance to travel or their poor financial situation.
  - Expenses that should be paid by a travel agency, hotel or airline.
  - Changes to the planned summer holiday period.
  - Extra charges added by a travel agency, leading to an increase in the basis for the tariff.
- e. Loss due to the fact that the insured could have expected to give birth before coming home or within two months of coming home or due to the fact that the insured travelled against the advice of a practising doctor or because they were seeking medical attention abroad.
- f. Due to neglect in informing a travel agency or the party arranging transport or accommodation that it has been necessary to cancel a trip.
- g. Loss incurred because the insured did not check in for departure in accordance with an itinerary provided to them and no change in scheduled time has been confirmed by the airline or travel agency.
- h. Loss due to the removal of an airplane or ship from service, either temporarily or otherwise, by the decision of a public authority.
- i. Loss due to a strike which it was known, at the time the confirmation fee for the trip was paid, would commence before departure.
- j. Loss due to the financial difficulties or bankruptcy of a travel agent and other such travel organization.

## 13. Art. Medical certificate

A medical certificate must be presented on the form issued by the company providing information on the illness, treatment and date of diagnosis. The form can be found on [vordur.is](http://vordur.is).

## 14. Art. Travel agent cancellation insurance

If the cardholder buys special cancellation insurance from the travel agent, or if this is charged by the travel agent when the trip is bought, the cancellation insurance policy of the travel agent applies instead of this policy.

## 15. Art. Deductible

Each insured person has a deductible of ISK 15,000. Children aged two and under do not pay a deductible.

## 6. Section. Escort in emergency

---

### 16. Art. What is covered?

The company pays:

- a. The necessary travel and accommodation costs of up to ISK 300,000 for a relative or friend of the insured who is staying with or escorting the insured home under doctor's orders and in consultation with SOS INTERNATIONAL or the company due to a serious accident or illness suffered by the insured.
- b. The necessary travel and accommodation costs of up to ISK 300,000 in consultation with the company for a close relative or friend of the insured from Iceland or the country of residence and home again due to a serious accident or illness suffered by the insured.

## 7. Section. Reimbursement of trip

---

### 17. Art. What is covered?

The company reimburses proportionally up to ISK 440,000 of the non-recoverable travel expense of the insured, for that part of the trip that the insured is unable to use because they are required, in accordance with written medical instructions and with the approval of the company and SOS INTERNATIONAL, to interrupt their trip and return home, or must be hospitalized, because of a serious illness or accident.

Benefits are only paid for the patient and the insured who need to interrupt their trip and escort them home.

### 18. Art. What is not covered?

The insurance policy does not cover trips lasting five days or less.

## 8. Section. Hospital per diems

---

### 19. Art. What is covered?

The company pays per diems, ISK 4,800 a day, for up to 30 days if the insured is admitted to hospital abroad due to an accident or illness while travelling.

### 20. Art. What is not covered?

The company does not pay for:

- a. The first two days of the hospital stay.
- b. Children under the age of 16.

## 9. Section. Luggage and purchase insurance

---

### 21. Art. What is covered?

The company pays for loss or damage to private property due to fire, theft, burglary, robbery, vandalism or accident during transportation.

### 22. Art. What is not covered?

The company does not pay for:

- a. Loss/damage when the insured forgets, leaves behind or loses an object.
- b. A higher amount than ISK 160,000 for an individual object, pair or set of objects.
- c. Damage caused by moths, vermin, atmospheric conditions, weather, normal wear and tear or damage which does not diminish the utility value of the insured object.
- d. Damage to luggage due to liquids, food, and other contaminants carried in luggage, except in the case of an accident involving public means of transport.
- e. Loss due to damage to sports equipment during use.
- f. Loss/damage deriving from impoundment or confiscation of property by customs officers or other authorities.
- g. Loss/damage to postage stamps, cash, or any kind of securities.
- h. Damage to bags in the care of an airline or other carrier.
- i. Loss/damage to property that is stolen from or disappears from locked accommodation, storage facilities, motor vehicles, or boats without proof of burglary.
- j. Loss/damage to camping equipment while in use, due to damage or theft, and loss of luggage stored in tents.
- k. Loss/damage stemming from theft or burglary that the insured has, intentionally or through gross negligence, neglected to report to the police, in the land in which the theft occurred, if possible, within 24 hours of the time the loss occurred or was discovered.
- l. Loss/damage due to fire unless a motor vehicle or building has caught fire.
- m. Loss/damage to bicycles stored outdoors.
- n. Computer data or software.

**23. Art. Precautionary rules**

The insured must:

- a. Close and latch windows, lock accommodation, cars, boats and other places in which insured items are left.
- b. The insured shall not leave insured property unattended in public and shall ensure that they take the insured property with them when leaving the public place.
- c. Ensure that insured items are packed appropriately and adequately to enable them to be transported.
- d. Always lock their luggage when it is not in their care.
- e. Take the utmost care when storing the insured items.

**24. Art. Insurance amount**

- a. The insurance amount is up to ISK 400,000 for each adult and up to ISK 140,000 for children under the age of 19 for loss/damage to luggage which the insured takes along while travelling.
- b. The insurance amount is up to ISK 400,000 for each adult and up to ISK 140,000 for children under the age of 19 for loss/damage to personal property which the insured buys while travelling abroad and pays for in full using the Platinum card.
- c. Maximum benefits for watches and jewellery may never exceed 50% of the insurance amounts specified in paragraphs a. and b.
- d. The maximum benefits paid in any given calendar year for losses according to paragraphs a. and b. shall be ISK 800,000 for each adult and ISK 280,000 for each child under the age of 19.

**25. Art. Duty to notify**

- a. The payment of benefits is conditional on the insured taking the measures necessary to prove that the claim event has taken place.
- b. The police or appropriate authorities in the country where the event took place 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 car rental agency.
- c. Any damage during transportation must be reported to the carrier immediately and a report obtained.

**26. Art. Deductible**

The insured pays a deductible of ISK 15,000 for each claim.

**27. Art. Determining benefits**

Benefits shall be based on the value of the new item on date of the claim, comparable to the item damaged/lost. The company may reduce benefits due to the depreciation due to age, use, or other factors which may have an impact on the value of the item.

Notwithstanding the provisions of paragraph 1, depreciation of the following items cannot exceed the amounts stated in the table below. Depreciation can never exceed 70%.

Category	Years without depreciation	Annual depreciation
Clothing	1 year	20%
Electrical appliances	1 year	10%
Cameras	1 year	15%
Bicycles	1 year	15%
Spectacles and hearing aids	1 year	10%
Skiing, golf and outdoor equipment	1 year	10%

The following items will be depreciated in full in two years.

Category	Depreciates over	Annual depreciation
Smart phones and mobile phones plus accessories	Every 6 months	25%

The following items will be depreciated in full in five years.

Category	Years without depreciation	Annual depreciation
Tablets and handheld devices plus accessories	1 year	25%
Smart phones and mobile phones plus accessories	1 year	25%
Smart watches, smart devices plus accessories	1 year	25%

## 10. Section. Delayed luggage

### 28. Art. What is covered?

If the insured is unable to collect their luggage upon reaching their destination as a result of delay or handling error, benefits are paid to buy necessities. For each hour in excess of an 8-hour delay, the payment is ISK 8,000, up to a maximum of ISK 40,000. Benefits are paid to each insured person aged 16 years or older and a maximum of three insured persons for each claims event. Children younger than 16 are also covered if they are traveling without their parents/guardians.

Benefits under this article are paid without needing to provide receipts for cost outlays.

### 29. Art. What is not covered?

The company does not pay for:

- a. Luggage delays when the insured is on their way home.
- b. Benefits are 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.

### 30. Art. Duty to notify

The claimant must provide the company with written confirmation from the airline clearly stating the length and reason for the delay.

## 11. Section. Travel delay

### 31. Art. What is covered?

The company pays benefits if strike action, poor weather conditions or a mechanical breakdown result in delays to public transport which causes the delay in the arrival of the insured at their destination. Delays are calculated in respect of the arrival time of the vehicle as stated in a timetable received by the insured. For each hour in excess of a 12-hour delay, the payment amounts to ISK 2,000, up to a maximum of ISK 24,000, for each insured person aged sixteen and above. Payments can be made to a maximum of three persons for each claim event.

Benefits under this article are paid without needing to provide receipts for cost outlays.

### 32. Art. What is not covered?

The company does not pay benefits 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.

### 33. Art. Duty to notify

The claimant must provide the company with written confirmation from the airline clearly stating the length and reason for the delay.

## 12. Section. Kidnap insurance

---

### 34. Art. What is covered?

The company pays a per diem of ISK 24,000 each day for up to 30 days if the insured is kidnapped in the course of a trip abroad and held hostage.

## 13. Section. Personal liability insurance

---

People are generally liable for damage they cause to others by accident or through negligence. This rule is called the principle of culpability and is a fundamental rule of Icelandic law. If the person sued for to pay damages did not cause the damage, they are generally not liable. The purpose of the liability insurance is to pay the injured party damages in the event that the insured has become liable, and the injured party does not share culpability or share liability. In addition, the purpose is to pay the costs of the insured in the event a claim for damages has been filed against them. Since tort liability is frequently a complex legal issue, the insured has a duty to consult the company with respect to their legal position if they are presented with a claim for tort damages regarding injury for which they are believed to be culpable. An admission of tort liability by the insured is only binding upon the insured, not upon the company. The insured, therefore, may, by such acceptance, incur a risk of personally having to pay compensation for loss or damage that the liability insurance policy does not cover.

### 35. Art. What is covered?

The company pays benefits of up to ISK 40,000,000 for:

- a. Physical injury to an individual resulting from the liable conduct of the insured.
- b. Loss or damage to property resulting from the liable conduct, actions or lack of actions 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 event occurred.
- d. Legal fees and other costs and expenses incurred by the insured because of a loss that the company has agreed to cover.

### 36. Art. What is not covered?

The company does not pay for loss or damage resulting from or related to:

- a. Ownership, right of disposal over, or use of motor vehicles.
- b. Employer's liability, contractual obligation, or responsibility towards a close relative of the insured.
- c. Liability for animals belonging to the insured or in their custody or care.
- d. Any kind of vandalism carried out intentionally or with malice.
- e. Liability deriving from commercial transactions or activities.
- f. Liability resulting from ownership of land or buildings.
- g. Use of firearms, parachute jumping, glider flying, hang gliding, air balloon flights, or organized athletic or professional activities that could be considered life-threatening.
- h. Objects that are owned by a third party and are damaged or lost while in the custody of the insured.
- i. Objects which the policyholder is leasing or borrowing.

### 37. Art. Deductible

The insured pays a deductible of ISK 15,000 for each claim.

## 14. Section. General provisions

---

### 38. Art. Duty to notify

The company must be informed immediately of an accident or any other kind of incident that could result in the filing of a claim against it. The insured is required to provide, at their own expense, all documents that the company may request in verification of the claim, such as medical documents or a police report, as relevant. Forms for the reporting of losses are available at the company's offices and on the company's website: [www.vordur.is](http://www.vordur.is)

No one may admit to liability, issue statements, 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 the legal counsel of its choice.

#### **39. Art. Timeframe for reporting a claim**

The insured loses the right to benefits if they:

- a. Do not notify the company of its claim within a year of knowing about the event on which the claim is based.
- b. Have not brought legal action or demanded that a case be heard by the Insurance Complaints Committee within a year of receiving written notification that their claim was rejected, cf. Article 51 or 124 of Act No. 30/2004.

#### **40. Art. Payment of benefits and interest**

- a. Benefits are paid into the bank account of the cardholder, minus the deductible, if applicable.
- b. Death and disability benefits are paid in accordance with the terms of one credit card but are in other respects not contingent on other insurance policies, see however the provisions on validity in section 1.
- c. Benefits are paid from the insurance policy of one credit card for each insured person for each claim event.
- d. A request for the payment of benefits 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 benefits.
- e. The insured is entitled to interest on their claim pursuant to Article 50 or Article 123 of Insurance Contracts Act, No. 30/2004.
- f. If the insured has a claim against others due to an insurance event, the company acquires this right to the extent that it has paid benefits to the insured.
- g. In the event of the death of the insured, which results in a claim against the company, it reserves the right to perform an autopsy at its own expense.
- h. If the company is liable to pay benefits in respect of a claim pursuant to these terms and another insurance policy covers the same claim, the company only pays benefits in proportion to the extent of its liability, cf. However Article 14 of the terms.

#### **41. Art. Breach of disclosure obligations – Fraud and false information**

Should it transpire that the insured or the person representing them has committed fraud to make a claim against the company, their entitlement to benefits is cancelled.

If the policyholder or the insured have fraudulently neglected their obligation to disclose information on events which may be of importance for the company's assessment of risk and an insurance event has occurred, the company is not liable, cf. Article 20 (1) or Article 83 (1) of Act No. 30/2004, and all entitlement to benefits is cancelled. If the policyholder or the insured have in any other way neglected their obligation to disclose information to the extent that is not considered insignificant, the company's liability is waived wholly or partly, cf. Article 20 (2) or Article 83 (2) of Act No. 30/2004.

If the insured provided false or inadequate information in settling a claim, their entitlement to benefits is cancelled pursuant to these terms and other insurance agreements covering the particular insurance event, cf. Article 47 (2) or Article 120 (2) of Act No. 30/2004.

#### **42. Art. Double insurance**

Benefits are paid from the insurance policy of one credit card for each insured person for each claim event. If the interests covered by this insurance policy are also insured by another insurer, the insured can choose which insurance policy to claim on until they have received the relevant benefits. If more than one insurance company is liable for loss or damage, they should, unless agreed otherwise, pay benefits in proportion to their liability for the loss or damage. The company which covers the loss or damage can make a proportional claim for repayment from other companies.

This provision does not apply to travel accident insurance.

#### **43. Art. Right to demand reimbursement**

If the insured has a claim against others due to an insurance event, the company acquires this right to the extent that it has paid benefits to the insured. In such cases the insured should take necessary measures to secure the claim until the company can protect its interests.

#### **44. Art. Conduct of persons other than the insured**

Provisions which provide for the reduction or waiving of the rights of the insured or a third party to benefits from non-life insurance due to the actions or lack of action of the insured also apply to the same kind of conduct of a person, who with the approval of the insured is responsible for the insured and the conduct of the spouse of the insured who lives with the insured and a person who the insured lives with in a permanent relationship, cf. Article 29 (2) of the Insurance Contracts Act.

**45. Art. Rights upon death of the insured**

In the event of the death of the insured, which leads to an insurance claim against the company, the company is entitled to request an autopsy.

**46. Art. Intent or gross negligence**

If the insured has by intent or gross negligence caused an insurance event or caused the consequences of an insurance event to be more serious than they otherwise would have been, the company's liability is reduced or cancelled completely, cf. Article 27 (1 and 2), Articles 89 and 90 of Act No. 30/2004.

**47. Art. Violation of precautionary rules**

Precautionary rules are a code of conduct established to prevent or limit loss or damage. Payment of benefits is subject to compliance with the precautionary rules at all times. If, as a result of gross negligence, the insured has caused an insurance event by not complying with the precautionary rules or other instructions in the insurance contract, the company's liability may be reduced or cancelled, cf. Article 26 or Article 90 (1) of Act No. 30/2004. The travel insurance and health insurance policies permit the cancellation of the company's liability partly or wholly subject to whether the insured has, through gross negligence, caused an insurance event by not complying with the precautionary principles, cf. Article 90 (1.1.) of Act No. 30/2004.

**48. Art. Insurance claims database**

All insurance claims reported to the company are recorded in a special claims database hosted by Creditinfo. The company will record the injured party's ID number, plus information on the type of insurance policy, type of claim, date of claim, date of recording claim in the claims database, location of claim and the unique number of the injured party, e.g. registration number of vehicle.

The purpose of recording the above information in the claims database is to prevent insurance fraud and excess payment of insurance benefits, e.g. when a claim event is reported to more than one insurance company without a valid reason. The processing of information for other purposes is prohibited.

Only those employees of the company working on claims settlement have access to the claims database and their access is subject to stating a reason for processing the information every time it is looked up. All information will be deleted from the claims database when it is no longer needed for processing, at the latest 10 years after the information was recorded.

**49. Art. Limitations with respect to larger events**

If an accident occurs in the same insurance event which involves many individuals who have travel insurance under the cardholders' credit cards, the total benefits payable by the company are limited to USD 25 million or the equivalent amount in Icelandic krónur. In the event of the reduction of benefits due to this provision, benefits will be proportional to the amount that beneficiaries would have received otherwise.

**50. Art. Data protection**

All the company's processing of personal data is carried out in accordance with the Data Protection Act No. 90/2018.

Personal data is information which can be identified directly or indirectly, such as by referring to an identifier such as name, ID number or location data etc. Cf. Article 3 (2) of the Data Protection Act. Processing of personal data refers to the action or series of actions whereby personal data is processed, whether automatically or not, such as collecting, recording, categorizing, sharing and distributing, cf. Article 3 (4) of the Data Protection Act.

The company's data protection policy can be found on the company's website, and it contains further details of how the company processes personal data and for what purpose. The company's data protection policy also states how long personal data may be stored for, the rights of individuals and the contact details of the company's data protection officer.

**51. Art. Handling disputes**

Any dispute over the insurance policy shall be adjudicated by an Icelandic court of law in accordance with Icelandic law unless the matter is subject to an international agreement by which Iceland is bound.

Any dispute concerning an insurance agreement and the company's liability to pay benefits in other respects can be referred to the Insurance Complaints Committee. The policyholder can obtain further information on the Insurance Complaints Committee on the websites of the Financial Supervisory Authority ([fme.is](http://fme.is)) and the committee ([www.nefndir.is](http://www.nefndir.is)).

Notwithstanding the measures provided for in paragraph 2, parties are permitted to refer disputes to the courts. Such cases shall be referred to Reykjavik District Court.

**52. Art. Domicile and venue of the company**

The company's domicile and venue are in Reykjavík, Iceland. Any legal cases against the company arising from this insurance policy shall be heard by Reykjavík District Court.

**53. Art. General limitations on liability**

The company does not pay for loss or damage resulting from or related to:

- a. Deployment or use of any kind of nuclear weapons or nuclear equipment which may cause an explosion, radiation, release, distribution, discharge or leak of any nuclear material which emits radiation.
- b. Deployment or use of chemical weapons which may cause the release, distribution, discharge or leak of any kind of chemicals in solid, liquid or gas form.
- c. Deployment or use of biological weapons which may cause the release, distribution, discharge or leak of any kind of pathogenic microbes, biologically produced toxins (including genetically modified organisms or new and unknown toxins).
- d. War, invasion, military conflict, civil war, insurrection, revolution, armed struggle against the government, civil disturbances which can be equated to insurrection, military takeover or coup.
- e. Damage, costs or expenses of any kind which may result directly or indirectly from, are consequences of or occur in connection with any kind of action taken in order to control, prevent, repress or are linked in any way to paragraphs a, b, c and d. Above.
- f. Mountaineering, abseiling, skydiving, hot air ballooning, bungee jumping, hang gliding, glider flying, whitewater rafting, horse racing, scuba diving or other underwater or underground activities. The same applies to other extreme sports.
- g. Motor racing or the use of motorcycles, both where the insured is a driver or a passenger. The restrictions concerning motorcycles do not apply, however, in the case of a moped with an engine capacity of 50 cc or less and which can travel up to 25 km/h which is hired during a trip and is covered by this insurance policy.
- h. Accidents occurring during races or while practising for a race in any kind of sport unless the participant is a child under the age of 16.
- i. A flight other than a paid passenger flight with a registered airline with the required permits.
- j. Ionizing radiation or pollution caused by any type of nuclear fuel or nuclear waste or the combustion of nuclear fuel.
- k. 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.
- l. Fights or participation in criminal acts.
- m. Earthquakes, volcanic eruptions, landslides, avalanches, flooding and any other kinds of natural disaster irrespective of origin.
- n. Accidents which occur while travelling in Iceland and can be attributed to the use of a registered motor vehicle, cf. Articles 8 and 9 of the Vehicle Insurance Act No. 30/2019.

**These terms come into effect on 15 January 2023**

## 15. Section. SOS INTERNATIONAL

---

### International emergency accident and illness service

#### 54. Art. Accident and illness service

Services rendered due to accident and illness are covered by the medical expenses section of insurance policy. With respect to other services provided by SOS INTERNATIONAL, all advice is free of charge but provided assistance is charged at cost price. SOS INTERNATIONAL must be informed as soon as possible of any serious accident or illness to the insured who is traveling abroad, and it should be specified that the person is insured with an Arion Bank credit card.

The services provided by SOS International in respect of an accident or illness abroad is paid by the cardholder's Arion Bank travel insurance policy, provided that the payment of travel costs with the Arion Bank card was made in accordance with the 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 you must provide the card number, name, ID number and address of the cardholder and specify that they are insured with an Arion Bank credit card.

Experienced employees handle the following:

- a. Giving advice and providing the names, addresses and telephone numbers of qualified doctors, medical centres or hospitals, and dentists all over the world.
- b. Contacting hospitals and providing guarantees for payment of expenses, if necessary
- c. Speaking to doctors and hospital staff in more than 30 languages.
- d. Transport home and the best means of travel, with regard to the patient's condition.
- e. Ensuring that the patient is always accompanied by nursing staff when required.
- f. Assisting and organizing the return trip of a relative/relatives of the ill or injured person.
- g. Organizing and providing assistance concerning the return trip of children of the ill or injured person in the safe custody of an adult, if necessary.
- h. Providing assistance on general insurance matters, handling of accidents, and hazardous situations.

#### 55. Art. Travel services

Information is given on the following and assistance is provided on request:

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

#### 56. Art. 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 address [sos@sos.dk](mailto:sos@sos.dk)

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

Vörður tryggingar hf.

Tel: 354 514 1000

E-mail: [vordur@vordur.is](mailto:vordur@vordur.is)

Website: [www.vordur.is](http://www.vordur.is)

Valitor Emergency Services outside Arion Bank's opening hours: 354 525 2000

# Car rental insurance

The insurance policy is governed by the Insurance Contracts Act No. 30/2024, if not otherwise stipulated in these terms or in other provisions of the insurance agreement.

The car rental insurance policy includes comprehensive motor vehicle insurance (Icelandic: kaskó) and additional liability insurance.

## Definitions

The following words and phrases have the following meaning in these terms:

**Rental vehicle:** refers to any motor vehicle that is rented according to an agreement, for one or more days or weeks, from a car rental company, or its agent, which has all required licenses from the authorities in the country, state or municipality concerned.

**Car rental agreement:** refers to an agreement made by the insured for the rental of a rental vehicle from a car rental company or an agency holding the required licenses from the appropriate authorities.

**Country of residence:** refers to the country in which the insured has a) legal residence, b) residence due to study or work or c) has lived in for at least 180 days consecutively.

**The company:** refers to Vörður tryggingar hf.

**Rental period:** refers to the period for which the vehicle is rented and the insured acquires a legitimate temporary right of disposal over the vehicle, until the car rental company receives the vehicle once again, whether at its delivery point or elsewhere.

**Personal injury:** means bodily injury, illness, or disease, including death from these causes.

**Property damage:** means material damage to or destruction of tangible property occurring during the insurance period, including the loss of use of the property in question.

**The insured:** refers to the person entitled to payment of benefits or enjoying insurance coverage in the event of a loss. This includes the holder of a Platinum credit card, who is registered as the driver of the rented vehicle, and other registered drivers of the rented vehicle who are one of the following: the cardholder's spouse, registered domestic partner, children, parents, parents-in-law, and siblings.

**Insurance benefits:** refers to the amounts paid out according to repair invoices, upon an agreement on the settlement of a claim or according to a court judgement.

**Insurance period:** refers to the period of time specified in the car rental agreement. It comprises the period during which the insured party has the rented vehicle at their disposal. The first day of the rental period must be within the insurance period in order for the insurance to be valid. The insurance policy shall never be valid for a rental period longer than 31 consecutive days.

**Additional liability insurance:** refers to the present insurance policy. It covers claims against the insured in excess of the insurance amount and deductible of the mandatory liability insurance for the rented vehicle and/or other similar liability insurance taken by the car rental company.

## 1. Section. Comprehensive insurance for rental vehicles

### 1. Art. Validity

- a. If a Platinum cardholder has a valid credit card, the company will reimburse the insured persons whose names are specified in the rental agreement for any damage that may occur to the vehicle and for which they are liable according to the provisions of the rental agreement
- b. The insurance policy is only valid, however, for a rental period of 31 days during a 90-day period of travel.
- c. The insurance policy, pursuant to this section of the terms, is applicable to one rental vehicle in each individual instance.
- d. The insurance policy only covers rented vehicles owned by a car rental firm in possession of the required licenses.
- e. If an insurance policy is bought from the rental agency, the difference between the deductible of that policy and this one is paid by the company, if it is lower.

- f. The insurance provisions according to these terms are neither broader nor narrower than those that would have applied to LDW (loss damage waiver) insurance or other comparable insurance policies offered by the rental firm to which the rented vehicle belongs
- g. The persons insured are the drivers of the rented vehicle who are Platinum cardholders, and the drivers related or connected to the cardholder: the cardholder's spouse, registered domestic partner, children, children-in-law, grandchildren, stepchildren, parents, parents-in-law, siblings, a friend and business partner or coworker in companion with cardholder in business trip. The insured drivers shall be listed in the rental agreement, and the driver specified first must be the holder of the Platinum credit card. All insured drivers must have valid driving licences.

This insurance policy is not valid in Iceland, Russia, the former states of the Soviet Union, and Africa (with the exception of South Africa), nor is it valid within the cardholder's country of residence.

## **2. Art. What is covered?**

The company pays for:

- a. Damage to the vehicle itself and its normal accessories caused by lightning, fire, explosion, and collision. It is also paid if the vehicle is struck by another, overturns, or veers off the road.
- b. Theft and vandalism of the vehicle.

## **3. Art. What is not covered?**

The company does not pay when:

- a. The rental car is rented by someone other than the cardholder.
- b. The insured has not acquired the right to drive the vehicle in question or has lost the right to drive it.
- c. Damage has been caused intentionally. If damage results from gross negligence on the part of the insured, the company shall be relieved of liability, wholly or in part.
- d. Damage occurs due to a car race, a rally, test driving, or practising for such driving. This includes driving on race track even if it does not involve competition.
- e. The vehicle is driven where such driving is prohibited or when it is driven outside national roads, such as on fields and pastures, on snowdrifts or ice, across unbridged rivers or streams, on the beach, on mud flats, on trails, and/or across other off-road terrain. However, damage will be compensated when the driver has been obliged to drive off the road, e.g., due to road repairs.
- f. The vehicle is being used in violation of the conditions of the rental agreement and the terms of the insurance policy.
- g. Damage occurs due to material defects, design flaws, manufacturing defects, defective repairs, or breakdown of the vehicle; however, damage to other parts of the vehicle as a result of these factors will be compensated in the event that the vehicle collides, is struck by another, overturns, or veers off the road.
- h. Loss occurs that falls under normal wear and tear or insufficient maintenance of the rented vehicle.
- i. Loss is caused by war (whether declared or not), civil war, civil disturbances, riots, confiscation of possessions or nationalization, requisition, destruction of or damage to the rented vehicle by or at the order of whatever government or local authority, strikes, or other similar events.
- j. Any kind of damage due to nuclear power, ionizing radiation, and radioactive substance.
- k. Loss occurs due to insects or vermin.
- l. Loss occurs due to any kind of fraudulent, dishonest, or criminal act committed by the insured or in which they are involved.
- m. Expenses are incurred for which payment is refused or payment is made by the car rental company or its insurance company.
- n. A claim is filed due to a factory defect or production damage.
- o. Damage occurs as a result of driving by parties not named in the rental agreement and not fulfilling other conditions as insured parties.

## **4. Art. Reporting a claim – measures in the event of a claim**

- a. In the event of any claim concerning the rental vehicle or its use, the insured party shall report the incident to the company immediately.
- b. When a loss has occurred or there is the immediate danger of its occurring, the insured must attempt to prevent the loss or minimize it. The insured shall also take measures in order to guarantee repayment to the company if they are entitled to compensation from a third party. The insured shall, if possible, give the company the option of inspecting and estimating the damage before repairs commence or damaged goods are disposed of. If the insured neglects these duties, such neglect may cause a reduction or loss of insurance coverage according to the Insurance Contracts Act.
- c. The insured settles the bill at the car rental company and then sends an invoice to the company with the relevant documents.

## **5. Art. Determining liability**

No one may admit to liability on the part of Vörður, issue declarations, or otherwise obligate the company without the written consent of the company or a partner. The company shall have the unrestricted right to litigate, manage and negotiate the conclusion of any proceedings which may arise in connection with a claim filed against the insured.

**6. Art. Exempted risks**

The insured causes an insurance event by:

**Intention:** If the insured intentionally causes an insurance event, the company is not liable, cf. Article 27 (1) of Act No. 30/2004.

**Gross negligence:** If the insured has through gross negligence caused an insurance event or caused the consequences of an insurance event to be more serious than they otherwise would have been, the company's liability is reduced or cancelled completely, cf. Article 27(2) of Act No. 30/2004. One of the factors considered when assessing whether behavior constitutes gross negligence, is whether the insured was deemed unable or incapable of controlling the vehicle safely in accordance with the Traffic Act due to the prior consumption of alcohol, drugs, stimulants or narcotics.

**7. Art. Validity period**

The insurance policy is valid from when the insured acquires a legitimate temporary right of disposal over the vehicle until the car rental company receives the vehicle once again, whether at its delivery point or elsewhere. However, the insurance policy is only valid for 31 days or less.

**8. Art. Insurance amount**

The company pays benefits of up to USD 50,000 (or the equivalent in the relevant currency).

**9. Art. Deductible**

The insured pays a deductible of ISK 25,000 for each claim.

**10. Art. Transfer of rights - right to demand reimbursement**

The policyholder may not, without the consent of the company, transfer or pledge their rights pursuant to the insurance agreement. If the company covers a loss for which a third party is liable, it acquires the rights of the insured against that third party to the extent of the benefits paid

All claims based on this insurance policy shall be subject to Icelandic law, and Icelandic courts shall have sole jurisdiction over any kind of dispute that may arise on the basis of this insurance policy.

**11. Art. Vehicles which are not covered by this insurance policy**

The company does not insure the rental of particularly fast cars such as Aston Martin, Ferrari, Porsche, McLaren, Lamborghini and similar makes, or vehicles which are more than 20 years old or which have not been produced for more than 10 years.

The insurance policy also does not cover certain types of vehicles, i.e. HGVs, vans, tractors, any kind of machinery, trailers and caravans, campervans, motorbikes, electric bikes, mopeds, off-road vehicles and recreational vehicles.

## 2. Section. Additional liability insurance for rental car

---

**12. Art. Validity**

- a. If a Platinum 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-a-vis a third party.
- b. This insurance policy covers claims against the insured in excess of the insurance amount and deductible of the mandatory liability insurance for the rented vehicle and/or other similar liability insurance taken by the car rental company.
- c. The insurance policy is only valid, however, for a rental period of 31 days during a 90-day period of travel.
- d. The provisions of the insurance policy are under no circumstances more comprehensive than the insurance included in the car rental agreement.
- e. The persons insured are the drivers of the rented vehicle who are Platinum cardholders, and the drivers related or connected to the cardholder: the cardholder's spouse, registered domestic partner, children, parents, parents-in-law, and siblings. The insured drivers should be listed in the car rental agreement and the first person listed shall be a Platinum cardholder. All insured drivers must have a valid driving licence.

This insurance policy is not valid in Iceland, Russia, the former states of the Soviet Union, and Africa (with the exception of South Africa), nor is it valid within the cardholder's country of residence.

**13. Art. Insurance amount**

The company pays up to USD 1,000,000 in additional benefits.

**14. Art. Scope of insurance**

The insurance policy offers additional insurance and provides the same protection as the mandatory liability insurance for the rental vehicle or other similar liability insurance taken by the car rental company.

In order for benefits to be paid from the insurance policy, the insurance company providing the mandatory liability insurance for the rented vehicle or other insurance companies handling similar liability insurance for the car rental company must have admitted liability or have been deemed liable for compensation for claims filed. This insurance policy takes over when the mandatory liability insurance or other similar liability insurance cannot pay the claim in full because the insurance amount has been paid out. In that case, this insurance policy covers the difference, subject to the maximum provided for in Article 2.

This insurance policy provides separate coverage for each insured person against whom a claim is filed or against whom legal action is initiated; however, the involvement of more than one insured person shall not result in an increase of the insurance amount provided for in Article 13.

**15. Art. Validity period**

The insurance policy is valid from when the insured acquires a legitimate temporary right of disposal over the vehicle, until the car rental company receives the vehicle once again, whether at its delivery point or elsewhere. However, the insurance policy is only valid for 31 days or less.

**16. Art. Costs, fees and expenditure**

When the insured is entitled to coverage from another insurance policy for example, mandatory liability insurance for the rental car or other similar insurance, the company reserves the right, without being obliged, to be a party to a defence in court and to administer any kind of claim or legal proceedings to which the company may normally be expected to be a party according to the provisions of the insurance terms.

All expenses due to investigation and defence in claims cases covered by this insurance policy, including legal costs, security posted due to appeals, and interest before and after a judgement is rendered shall fall outside the scope of the insurance policy.

**17. Art. Exempted risks**

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

- a. Liability that the insured is obliged to assume because of legislation on uninsured drivers, or legislation on losses through no fault of the driver and on accidents to the victims of such losses, or any other similar legislation that may apply. By accepting this insurance policy, the cardholder agrees to represent themselves as well as all other persons who may be co-insured according to this policy. The insured party also declines, to the extent permitted by law, to have the insurance policy provide any coverage that otherwise would be required by any such laws. This exempted risk does not, however, cover compensation up to a total of USD 100,000, which the insured and their co-insured are entitled to collect according to the insurance provisions that cover an uninsured or underinsured driver, or an accident where the person causing the accident flees the scene.
- 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 obligations for which the insured or any other insurance company insuring them may be made liable according to legislation on benefits to workers due to occupational diseases, unemployment benefits, or disability benefits, or similar legislation.
- e. Personal injury or property damage resulting from the dispersion, discharge, sudden leakage, or seepage of any kind of oil, crude oil compounds or derived substances, fat compounds, smoke, vapour, soot, any kind of hazardous or toxic substance, liquid and gases or other irritants or pollutants in the soil or on the ground, atmosphere or any kind of running or stationary water or wetlands, yet not limited to hazardous substances in groundwater, underlying strata, or anything that may exist there. This exemption applies equally to cleansing expenses incurred and any kind of bodily injury or damage to property caused by or occurring in connection with any of the aforementioned factors. This provision does not, however, apply to the following:
  - If a tank or other such storage device containing pollutants is tipped or turned over, or damaged through the use of the insured rented vehicle; or

- if such tipping over or damage to the vehicle causes dispersion, discharge, or sudden leakage of pollutants.
- f. The liability of the insured which directly or indirectly arises from, takes place because of, or is the consequence of war, invasion, actions of foreign enemies, warfare (whether war has been declared or not), civil war, insurrection, revolution, riots, takeover of power by the military or others, confiscation of property or nationalization, requisition, destruction of or damage to property by or at the command of any national or local government or authority.
- g. Personal injury or property damage due to transport, storage, handling, distribution, sale or disposal of asbestos materials, or goods or products containing asbestos.
- h. Personal injury or property damage due to the production, handling, distribution, sale, application, consumption, or use of any goods that are known to contain polychlorinated biphenyls, contain derived polychlorinated biphenyls, or are generally known in the chemical industry to be based on a similar formula or have similar effects, irrespective of the name under which the products are manufactured, sold, or distributed.
- i. Personal injury or property damage caused by the hazardous properties of substances or nuclear substances for which:
  - an individual or institution is obliged to maintain financial insurance according to the Atomic Energy Act of 1954 (USA) or any kind of amendment of this Act; or
  - the insured is or would be entitled, had this insurance not been issued, to compensation from the United States of America or any institution of that country according to an agreement made by the United States or any of its government institutions with any individual or institution.
- j. The company does not provide insurance coverage to any insured party that has made fraudulent statements or demonstrated fraudulent behaviour in connection with any accident or loss.
- k. The company does not provide insurance coverage to any insured party that wilfully causes personal injury or property damage.
- l. Insurance coverage is only granted for the rental of one vehicle in each single instance, which may be driven and operated by any one of those considered insured parties as specified in the rental agreement, and the driver specified first must be the holder of the Platinum credit card. The insurance policy is valid from when the insured acquires a legitimate temporary right of disposal over the vehicle, until the car rental company receives the vehicle once again, whether at its delivery point or elsewhere. Liability according to the provisions of this insurance policy is limited to the liability against which the insured party would have been protected had they taken out additional liability insurance or other similar insurance from the car rental company.

## 18. Art. Conditions

### a. Consent of the insured party:

By agreeing to additional liability insurance in a car rental agreement, the insured waives, on their behalf and that of other insured parties, their right to coverage under this insurance policy.

### b. Claims against the company

A claim against the company is not considered legitimate unless the insured has complied fully with all of the insurance terms. Benefits are paid only if determined by court judgement or by the written consent of the insured, the claimant, and the company. Maximum benefits are limited to the specified insurance amount. The company's obligation to endeavour to reach a settlement or present a defence concludes when the insurance amount has been paid in full. The company has no obligation to present a defence in any case or reach a settlement on any claim due to personal injury or property damage not covered by the insurance policy. No individual or institution has any right under this insurance policy to link the company to any direct initiation of legal proceedings against the insured in order to determine their liability, nor can the insured or their legal representative link the company to any such proceedings. If the insured or their estate has become bankrupt or insolvent, this does not alter the obligations of the company under this insurance policy in any way.

### c. Appeals

In the event that the insured chooses not to appeal a judgment in which the amount claimed is in excess of the insurance amount of the mandatory liability insurance for the rented vehicle or other similar insurance, the company may present such an appeal at its own expense and shall then bear taxable expenses, cost outlays, and interest that may accrue; however, the company's liability shall in no instance exceed the amount specified in this insurance policy for any single occurrence plus taxable expenses, cost outlays, and interest that may accrue through such an appeal.

### d. Transfer of interests

The transfer of interests according to this insurance policy does not bind the company unless its consent is written on it.

### e. Assistance and cooperation of the insured

The insured is required to cooperate with the company on the investigation, settlement of claims, or the defence of any kind of claim or legal proceedings.

### f. Bankruptcy and insolvency

Insolvency or financial incompetence of the insured does not increase the amounts the company would otherwise have had to pay, nor does this insurance policy supplement any reduced compensation that may be offered due to the insolvency or financial incompetence of the insured.

**g. Amendments**

A notification to or the knowledge of any representative or any other individual neither affects the transfer or amendment of any part of the present insurance policy, nor does such notification or knowledge prevent the company from exercising its rights under the insurance policy, nor shall it be possible to waive the terms of the insurance policy or amend them except by means of an endorsement to this effect, which shall constitute a part of this insurance policy and be signed by a competent representative of the company.

**h. Reporting an insurance claim**

The insured should immediately report to the company any incident that causes personal injury or property damage and might normally result in the filing of a claim according to this insurance policy. Such notification is supplementary to any other obligations the insured may have according to the mandatory liability insurance for the rented vehicle or other similar insurance taken out by the car rental company. Such notification shall provide clear information on the insured party, as well as information that should normally be obtainable given the time, location, and circumstances of the claim event. The insured shall also send notification to the company regarding any kind of claim or initiation of legal proceedings that they may receive as a result of such an incident and shall deliver all documents and material pertaining to it. If the insured wilfully withholds information on such a claim or legal proceedings from the company, or if they do not provide material pertaining to the case, such conduct could lead to the loss of coverage according to this insurance policy.

**i. Separation of interests**

This insurance policy provides separate coverage for each insured person against whom a claim is filed or against whom legal action is initiated; however, the involvement of more than one insured person shall not result in an increase of the insurance amount provided for in Article 2.

**j. Subrogation**

If the company compensates for a loss under this insurance policy, the company shall assume all of the insured's right to recovery in connection with such payment, with respect to any individual or institution, and the insured party shall have legal instruments and documents prepared and deliver them, as well as taking any action necessary in order to secure such rights. The insured shall not take any action after a loss incident that might jeopardize such rights. All claims for reimbursement that are satisfied or received after the settlement of a loss under this insurance policy shall be treated as if they had been recovered or received prior to such settlement and all necessary measures taken in cooperation between the insured and the company.

### 3. Section. General provisions

---

**19. Art. Payment of benefits and interest**

A request for the payment of benefits 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 benefits. The insured is entitled to interest on their claim pursuant to Article 50 of the Insurance Contracts Act No. 30/2004.

**20. Art. Deadline for reporting claim - expiry**

The insured loses the right to benefits if they:

- a. Do not notify the company of their claim within a year of knowing about the event on which the claim is based.
- b. Have not brought legal action or demanded that a case be heard by the Insurance Complaints Committee within a year of receiving written notification that their claim was rejected, cf. Article 51 or 124 of Act No. 30/2004.

**21. Art. Handling disputes and venue**

Any dispute over the insurance policy shall be adjudicated by an Icelandic court of law in accordance with Icelandic law unless the matter is subject to an international agreement by which Iceland is bound.

Any dispute concerning an insurance agreement and the company's liability to pay benefits in other respects can be referred to the Insurance Companies' Claims Committee and the Insurance Complaints Committee. Information on these committees and how they operate can be obtained from the company.

Notwithstanding the measures provided for in paragraph 2, parties are permitted to refer disputes to the courts.

**22. Art. Domicile and venue**

The company's domicile and venue are in Reykjavík, Iceland. Any cases arising from this insurance policy shall be heard by Reykjavik District Court. In the event of any dispute arising from this insurance policy, including a claim for benefits that concerns Icelandic interests, an Icelandic court shall decide the issue according to Icelandic law.

**These terms come into effect on 23 May 2025**