

ISLANDSBANKI CREDIT CARD TRAVEL INSURANCE

SJÓVÁ

Terms and Conditions No. 350

Travel insurance provides protection against common loss or damage occurring during travel.

The section on the scope of coverage contains information on the protection provided by individual card types, insurance amounts and deductibles. The terms and conditions must be read taking into account the protection that your card includes.

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CARD TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

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

"**The Company**" means Sjóvá-Almennar tryggingar hf.

"**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.

"**Accident**" means 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**" means the country where the insured has his: a) domicile, b) student residence or work residence, or c) lived consecutively for at least 180 days.

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

"**Living expenses**" refers to costs incurred for accommodation and transport, and other expenses deemed necessary in the opinion of 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.

"**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; (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 driver's licence.

"**Card**" means, in these terms and conditions, a credit card which includes travel insurance according to a contract between Sjóvá-Almennar tryggingar hf. and the issuer of the card.

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SECTION 2 SCOPE OF COVERAGE

Article 1 Validity

- The table in Article 2 specifies the maximum number of consecutive days of travel that the insurance covers during travel from the home of the insured.
- The insurance also covers the cardholder's spouse or registered domestic partner, and his or her dependent children under 23 years of age.
- In business cards (see table B in Article 2), the insurance also covers one or two customers or co-workers travelling with the cardholder on a business trip. A condition of cover is that it is clear as to who is insured e.g. that they are registered on a special travel account.
- Platinum cards and AMEX cards also insure children aged 23 and older, children-in-law (married or in registered co-habitation) and grandchildren travelling with the cardholder.
- The condition is set that at least half the travel cost has been paid with the card. This condition, however, does not apply to Platinum cards and Business cards. In the event of travel within Iceland, at least half the travel cost must in all cases have been paid with the card.
- Persons travelling for work purposes or for study are only insured during the trip from Iceland and the trip to Iceland. Holders of Platinum cards, however, are insured during temporary work overseas.
- An insured party who resides outside Iceland is insured according to Article 1.a when he travels to other countries, but not during travel within his country of residence.
- 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.
- This insurance is not valid during travel on land or water outside normal routes and habited areas.

Article 2 Scope of coverage of cards, insurance amounts and deductibles

The extensiveness of insurance coverage of cards depends on their type. The table below specifies the insurance included in each card type, the maximum length of travel, the effective insurance amounts and deductibles.

Table A: Cards for private persons:

Card type:	General card without benefits	General card with benefits Student card	Gold card	Platinum card AMEX
The insurance valid for:	60 travel days	60 travel days	60 travel days	90 travel days
Protects:	Insurance amounts (maximum ISK):	Insurance amounts (maximum ISK):	Insurance amounts (maximum ISK):	Insurance amounts (maximum ISK):
Accidents while travelling: Death and disability benefits	3,600,000	4,500,000	9,000,000	12,000,000
Medical expenses during travel abroad	2,000,000**	2,000,000**	8,000,000**	8,000,000**
Disruption of travel	<i>Not included</i>	120,000	120,000	240,000
Emergency accompaniment	80,000	80,000	160,000	240,000
Reimbursement of trip	<i>Not included</i>	360,000	360,000	440,000
Hospital per diem payments	<i>Not included</i>	<i>Not included</i>	<i>Not included</i>	144,000
Luggage insurance	<i>Not included</i>	160,000**	200,000**	400,000*
Purchases insurance	<i>Not included</i>	160,000**	200,000**	400,000**
Luggage delay (per hour/max)	<i>Not included</i>	1,200/12,000	2,400/24,000	8,000/40,000
Travel delay (per hour/max)	<i>Not included</i>	<i>Not included</i>	<i>Not included</i>	2,000 /24,000
Abduction insurance (per day/max)	<i>Not included</i>	<i>Not included</i>	<i>Not included</i>	24,000 /720,000
Cancellation insurance	<i>Not included</i>	200,000*	200,000*	350,000*
Liability insurance	<i>Not included</i>	40,000,000**	40,000,000**	40,000,000**
	Deductibles:	Deductibles:	Deductibles:	Deductibles:

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	**25,000	*15,000 **25,000	*15,000 **25,000	*15,000 **25,000
Car rental insurance:				
Loss Damage Waiver	<i>Not included</i>	<i>Not included</i>	<i>Not included</i>	USD 50,000
Deductible				USD 200
Supplemental liability insurance	<i>Not included</i>	<i>Not included</i>	<i>Not included</i>	USD 1,000,000

Table B: Business card:

Card type:	Silver business card	Gold business card	Platinum business card
The insurance is valid for:			
Protects:	Insurance amounts (maximum ISK):	Insurance amounts (maximum ISK):	Insurance amounts (maximum ISK):
Accidents while travelling: Death and disability benefits	4,500,000	9,000,000	12,000,000
Medical expenses during travel abroad	4,000,000**	8,000,000**	8,000,000**
Disruption of travel	120,000	120,000	240,000
Emergency accompaniment	160,000	160,000	240,000
Reimbursement of trip	360,000	360,000	440,000
Hospital per diem payments	60,000	120,000	144,000
Luggage insurance	160,000**	200,000**	400,000**
Purchases insurance	160,000**	200,000**	400,000**
Luggage delay (per hour/max)	4,000/40,000	4,000/24,000	8,000/40,000
Travel delay (per hour/max)	2,000/18,000	24,000	24,000
Abduction insurance (per day/max)	8,000/240,000	8,000/240,000	24,000/720,000
Cancellation insurance	350,000*	350,000*	350,000*
Liability insurance	20,000,000**	40,000,000**	40,000,000**
	Deductibles:	Deductibles:	Deductibles:
	*15,000 **25,000	*15,000 **25,000	*15,000 **25,000
Car rental insurance:			
Loss Damage Waiver	USD 50,000	USD 50,000	USD 50,000
Deductible	USD 200	USD 200	USD 200
Supplemental liability insurance	USD 1,000,000	USD 1,000,000	USD 1,000,000

The insured only gains rights from the travel insurance attached to one card from the same issuer for each event of loss or damage.

Article 3 Effective term

The cardholder is insured according to these insurance terms while his card remains valid and while an agreement concerning these terms exists between the insurance company and issuer of the card. 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 time frame applies when the cardholder adopts a new card that provides less extensive insurance coverage than the previous card.

SECTION 3 TRAVEL ACCIDENT INSURANCE AND MEDICAL EXPENSES

Article 4 Accidents while travelling

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

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- a) Death Benefits. Entitlement to the payment of death benefits is governed by Article 100 of Act No. 30/2004. Death benefits are paid to the insured person's spouse. The term spouse, according to Act No. 30/2004, does not include a cohabiting partner. If the insured does not leave a spouse, the insurance amount will be paid to the inheritors of the insured according to law or a will.
- b) Permanent disability: benefits paid 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%
- c) 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.
- d) If the insured is left-handed, compensation is paid for injury to the left arm as though it were the right arm.

Limitations on liability

- a) 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.
- b) If the insured is 60 years of age or older, the amount of insurance coverage shall be limited to the following percentages of the maximum amounts of death and disability compensation:

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 and above – 20%
- c) Death or disability compensation shall only be payable if the accident results in death or permanent disability within 24 months of the date of accident.
- d) The maximum benefit amount for one or more accidents sustained by the insured during a single trip shall not exceed the insurance amount.

Article 5 Medical expenses during travel abroad

The Company will pay compensation of up to the insurance amount for an accident or illness sustained by each covered individual. In each case of loss or damage, however, the insured has a deductible.

The Company pays compensation for the following:

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

Article 6 Disruption of travel

The Company will pay necessary additional expenses, up to the insurance amount, for a return trip to Iceland if the insured is obliged to curtail his or her stay abroad due to:

- a. The death, serious accident or sudden serious illness of a close relative of the insured who resides in Iceland.
- b. Substantial property damage to the insured's home or private business which necessitates the presence of the insured.

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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.

Article 7 Emergency accompaniment

The Company pays:

- a. Necessary travel and accommodation expense, up to the insurance amount, 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.
- b. Necessary travel and accommodation expense, up to the insurance amount, 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.

Article 8 Reimbursement of trip

The Company reimburses proportionally up to the insurance amount 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. The insurance does not cover trips of a duration of 5 days or less. Compensation is only paid for the patient and the insured parties who must interrupt their travels and accompany the patient home.

Article 9 Hospital per diem payments

The Company pays a per diem allowance for up to 30 days in accordance with the insurance amount, 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.

Article 10 Limitations on liability for Articles 5 – 9

The Company does not compensate for:

- a. Expenses that are paid according to a reciprocal medical insurance agreement.
- b. Expenses arising from treatment or follow-up treatment in Iceland or the country of residence.
- c. 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.
- d. Loss or damage that can be attributed to the fact that the insured:
 - could expect to give birth to a child before returning home or within two months of the return date or
 - was travelling in defiance of the advice of a practising physician, or with the intention of seeking medical treatment abroad.
- e. 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.
- f. Medical bills submitted more than twelve months after the insurance event.

SECTION 4 LUGGAGE AND DELAYS

Article 11 Luggage and purchases 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.

- a. The insurance amount is for each adult and up to a third of the amount for children under 19 years of age, for damage to luggage that the insured has while travelling.

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- b. The insurance amount is for each adult and up to a third of the amount for children under 19 years of age, for damage to personal property that the insured purchases while travelling abroad and pays for in full with his or her credit card.

In each case of loss or damage, however, the insured has a deductible.

Article 12 Limitations on liability

The Company does not compensate for:

- a. A higher amount than 50% of the insurance amount pursuant to Article 2 for each item, pair or set.
- b. Damage caused by moths, vermin, atmospheric conditions, weather, normal wear and tear, or damage that does not impair the utility of the insured property.
- c. 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.
- d. Loss due to damage to sports equipment during use.
- e. Loss deriving from impoundment or confiscation of property by customs officers or other authorities.
- f. Loss of postage stamps, manuscripts, documents, cash, or any kind of securities.
- g. Loss due to luggage damaged in the custody of an airline or other carrier.
- h. Loss of eyeglasses as a result of theft, robbery, or burglary.
- i. Loss to property that is stolen from or disappears from locked dwellings, storage facilities, motor vehicles, or boats without proof of burglary.
- j. Loss to camping equipment while in use, due to damage or theft, and loss of luggage stored in tents.
- k. 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.
- l. Loss due to fire, unless a motor vehicle or building has caught fire.

Article 13 Precautionary principles

Precautionary principles are instructions to the insured as regards particular measures to prevent or limit loss or damage, or instructions on the use, storage or maintenance of an item. Violations of precautionary principles may lead to loss of compensation entitlements in part or in whole.

- a. 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.
- b. 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 will be considered to have violated the precautionary principle.
- c. The insured must store his bicycles indoors. If bicycles are stored outdoors, the insured shall be considered to have violated the precautionary principle.

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.

Article 14 Delayed luggage

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. Compensation is paid for each hour in excess of 8 hours. Compensation is only 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 event of loss or damage, in such a way however, that the total amount of compensation for all the insured cannot be greater than the equivalent of the insurance amount. 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.

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

Article 15 **Travel delay**

In the event of strikes, inclement weather or machinery breakdown causes delays in the operation of a public means of transport and this leads to delays in the insured's arrival at his destination, compensation will be paid for each hour of delay in excess of 8 hours, for each insured aged 16 years or older.

Compensation is limited to three insured for each insurance event. 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.

SECTION 5 **ABDUCTION INSURANCE**

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

SECTION 6 **CANCELLATION**

Article 16 **Cancellation – scope of coverage**

The Company will compensate for prepaid travel costs, or costs for which prepayment has been negotiated and which is non-refundable, up to the insurance amount for a journey that the insured is unable to take if the reason is one of the following:

- a. Death, bodily injury, illness, childbirth, or quarantine of the insured, subject to confirmation by a practising physician.
- b. A close relative or a close professional associate:
 - Dies.
 - Sustains serious bodily injury or serious illness, subject to confirmation by a practising physician.
- c. 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.
- d. Substantial property damage to the insured's home or private business, which necessitates the presence of the insured.
- e. 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.
- f. The means of transport is hijacked.
- g. Unforeseen changes in the field or venue of work.
- h. 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.
- i. 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.

In each case of loss or damage, however, each insured has a deductible.

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.

Article 17 **Exemptions from liability**

The Company does not compensate for:

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- a. 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.
- b. Loss deriving directly or indirectly from the following:
 - Directives issued by governmental authorities (except those regarding mandatory quarantine).
 - Oversight or negligence by the party handling transport or accommodation, or oversight by the agent in charge of organising the trip.
 - The insured's reluctance to travel or his poor financial situation.
 - Expenses that should be paid by a travel agency, hotel or airline.
 - Change in a planned summer holiday.
 - Extra charges added by a travel agency, leading to an increase in the basis for the tariff.
- c. 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.
- d. 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.
- e. Loss stemming from the removal of an aeroplane or ship from service, either temporarily or otherwise, by the decision of a public authority.
- f. Loss due to a strike to which it was known, at the time the confirmation fee for the trip was paid, would commence before departure.
- g. Loss due to financial difficulties or bankruptcy of a travel agency and/or other such parties organising passenger transport.

SECTION 7 LIABILITY INSURANCE DUE TO THIRD-PARTY LOSSES

Article 18 Liability insurance

The Company pays compensation up to the maximum insurance amount 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.

In each case of loss or damage, however, the insured has a deductible.

Article 19 Exemptions from liability

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

- a. The use, control or ownership of motor vehicles and other motorised machines for use on water or in the air.
- b. Employer's liability, contractual obligation, or responsibility towards a close relative of the insured.
- c. Responsibility for animals belonging to the insured or in his custody or care.
- d. Any kind of vandalism carried out intentionally or with malice.
- e. Responsibility deriving from business or commercial transactions or professional activities.
- f. Responsibility deriving from ownership of land or buildings.
- g. Use of firearms, parachute jumping, glider flying, hang gliding, air balloon flights, or organised athletic or professional activities that could be considered life-threatening.
- h. Articles that are owned by a third party and are damaged or lost while in the custody of the insured.

SECTION 8 GENERAL LIMITATIONS ON LIABILITY

This section applies to all insurance protections in the terms and conditions as applicable.

Article 20 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, insanity, 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.

Article 21 Wars, strike, 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 coup or coup 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 are, including but 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 is 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.

Article 22 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:

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- 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.

Article 23 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 krónur. 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.

SECTION 9 GENERAL TERMS AND CONDITIONS

Article 24 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.

Article 25 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 give the Company the option of inspecting and estimating the damage before repairs commence or damaged goods are disposed of.

Article 26 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 brought an action at law or requested proceedings before the Insurance Complaints Committee within one year from when he received written notification that his claim was declined, cf. 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.

Article 27 Measures to prevent loss or damage

When the 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.

Article 28 Determination of compensation

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.

Article 29 Claim payments

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

Article 30 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.

Article 31 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.

Article 32 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.

Article 33 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.

Article 34 Breach of 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.

Article 35 Breach of duty to inform - fraud and false information

Information concerning the risk

If the Policy Holder or the insured has fraudulently neglected his or her duty to report to Sjóvá 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.

In the event that the policy holder 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 on the settlement of compensation

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

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The logo for SJÓVÁ, consisting of the word "SJÓVÁ" in white, uppercase letters on a blue rectangular background.

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insured with one week's notice as provided for in Articles 47 and 15 or Articles 120 and 76 of Act No. 30/2004.

Article 36 **Reference to provisions of law**

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

Article 37 **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 Companies 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 website www.fme.is and www.sjova.is, as well 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.

Article 38 **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.

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SOS INTERNATIONAL EMERGENCY SERVICE

SOS INTERNATIONAL services rendered due to accident or illness abroad are covered by the cardholder's travel insurance with Sjóvá-Almennar tryggingar hf., 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 Íslandsbanki.

VALIDITY

Any person who has the SOS emergency card together with a valid Íslandsbanki credit card may call for the assistance of SOS, in the event that the card holder suffers a serious mishap while travelling overseas. The emergency card is valid in all the continents of the world but is limited to the trip lasting no more than 90 consecutive days. The cardholder's children, aged 22 or younger, also enjoy the assistance of SOS when travelling. The emergency card's validity is the same as that of the Íslandsbanki credit card.

There must be full consultation with SOS so as to ensure the best service in all cases.

FURTHER DEFINITION OF SOS ASSISTANCE

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 the language of that country.
- obtaining the advice of a physician on the possibility of returning home and the best method of transportation taking the patient's condition into account.
- 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.
- SOS staff can provide services in more than 30 languages.

Legal assistance

Should the insured person suffer an accident and/or require legal assistance, SOS INTERNATIONAL assists in providing an attorney.

Break-down of private vehicle

SOS INTERNATIONAL provides assistance in the event of a break-down or traffic accident that renders the private vehicle of a card-holder travelling in Europe, outside Iceland, inoperable. Assistance is provided to transfer the vehicle to a workshop, to obtain a rental vehicle and/or accommodation if necessary. The assistance does not cover rental vehicles.

EMERGENCY TELEPHONE SERVICE

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

Phone number in Denmark +45 7010 5050
Fax number in Denmark (45) 70 10 50 56
E-mail sos@sos.dk
Website www.sos.dk

Other important telephone numbers:

Sjóvá-Almennar Insurance hf. +354-440-2000 (Collect) fax: +354-440 2090
E-mail: sjova@sjova.is Websites: www.sjova.is
www.islandsbanki.is

CAR RENTAL INSURANCE

Car rental insurance includes the following policies:

LOSS DAMAGE WAIVER 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**” means Sjóvá-Almennar tryggingar hf.

“**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.

“**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 cardholder who is registered as the driver of the rental vehicle as well as other registered drivers of the rental vehicle 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 co-worker.

“**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 vehicle and/or other similar liability insurance which the car rental company or the cardholder has taken/purchased.

“**Compensation**” means the sums that are paid according to repair invoices, when negotiating the resolution of a claim or according to court judgement.

“**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 vehicle 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 vehicle 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 an other place.

“**Country of residence**” means the country where the insured has his: a) domicile, b) student residence or work residence, or c) lived consecutively for at least 180 days.

SECTION 2 LOSS DAMAGE WAIVER

Article 1 Validity

- a. If a cardholder has provided the card number as payment for rental of the vehicle, 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 vehicle 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 VEHICLE IN EACH INDIVIDUAL CASE.
- b. The insurance covers only rental vehicles that are owned by a car rental company holding the required licences.
- c. If a “Loss Damage Waiver” insurance coverage (Motor Hull insurance) or similar insurance for the rental vehicle is bought from the car rental company the Company will pay the difference between that insurance coverage deductible and this insurance coverage deductible if it is less.

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- 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 Limited 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 vehicle, who are the cardholder along with drivers connected with the cardholder: the spouse, the cohabiting partner, children, parents, parents in law, siblings, a customer and co-worker. 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 shall have a valid driving licence and be of the age 21 to 74 years.
- f. This insurance is not valid in Iceland, Russia and the former republics of the Soviet Union, 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 USD 200.

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 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 vehicles that have not been rented by the cardholder.

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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 principles:

- 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 vehicles 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 vehicle.

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. any use of the vehicle which violates the terms and conditions of the car rental agreement and the provisions of the insurance terms.
- e. for loss or damage occurring 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. for loss or damage 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 vehicle by or according to the dictates of any government or authorities whatsoever countrywide or in the provinces, labour strikes or other comparable events.
- g. for any loss or damage attributable to nuclear power, ionising radiation and radioactive materials.
- h. for loss or damage caused by insects or vermin.
- i. for any claims, or events that may result in claims, that are not notified to the Company in writing within one year.
- j. for loss or damage caused by any kind of fraudulent, deceitful or culpable act committed by the insured or with which he is associated.

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- 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 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, trailers or caravans, motorcycles, motorised bicycles, light motorcycles, 4x4 terrain vehicles for off-road driving, recreational vehicles, motor homes with an unladen weight of more than 7.5 tonnes, vans and vehicles with more than 9 seats.

SECTION 3 RENTAL VEHICLE SUPPLEMENTAL LIABILITY INSURANCE

Article 10 Validity

- a. If a cardholder has used his card number to guarantee payment for a rented vehicle using the above credit 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 vehicle 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 vehicle, who are the cardholder along with drivers connected with the cardholder: the spouse, the cohabiting partner, children, parents, parents in law, siblings, a customer and co-worker. 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, 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 vehicle 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 vehicle 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 section 2 above.

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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 vehicle 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 decree stipulating the payment of damages as a penal measure or as a preventative action.
- 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 storage device containing pollutants is tipped or turned over, or damaged through the use of the insured rented vehicle; or
 - b. if such tipping over or damage to the vehicle causes dispersion, discharge, 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 vehicle by or according to the dictates of any government or other authorities whatsoever country wide or in the provinces.

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- 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. 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
 - b. 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 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 covers. 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 vehicle 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.

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- 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 vehicle 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 section 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 TERMS

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 VEHICLE 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 brought an action at law or requested proceedings before the Insurance Complaints Committee within one year from when he received written notification that his claim was declined, cf. Article 51 or Article 124 of Act No. 30/2004.

Article 20 Domicile and venue

The domicile and venue of the Company are in Reykjavik. 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.

This document is an English translation of the original Icelandic insurance terms. In case of any discrepancy between this translation and the Icelandic terms, the Icelandic terms shall apply. These conditions enter into effect as of 1 July 2015.