



Liability Insurance for travel wholesalers and travel retailers

Insurance Terms No. AA25

The insurer is VÍS tryggingar hf., reg. no. 670112-0470, hereinafter „VIS“.

The insurance is governed by:

- The insurance policy, including endorsements and special terms.
- These insurance terms No. AA25.
- The VIS general terms and conditions No. YY10.
- Act No. 30/2004 on Insurance Contracts.

The provisions of the insurance policy and the renewal receipt take precedence over the provisions of the insurance terms. The provisions of the insurance policy, the renewal receipt and the insurance terms take precedence over the non-mandatory provisions of law.

Liability insurance for travel wholesalers and retailers covers those who organize and sell package tours against damages that may occur to their customers.

The terms describe the rights and obligations of you and VIS.

The policy confirms that you have purchased insurance from VIS. The policy is accessible by logging on at vis.is

1. Who is insured?

- 1.1 The policyholder is insured.

2. Where is the insurance valid?

- 2.1 The insurance covers loss or damage occurring anywhere in the world where the travel purchaser travels in accordance with a package tour contract.

3. When is the insurance valid?

- 3.1 The insurance covers claims for compensation for loss or damage occurring during a package tour that begins during the period of insurance. The insurance covers loss or damage occurring during a package tour for one year after the beginning of the trip.
- 3.2 VIS does not compensate for damage caused by an event that took place before the start of the insurance period, even when the damage is only revealed after the insurance period has started.

4. What is covered under the insurance?

- 4.1 Loss or damage that issues from the insured's liability, pursuant to Article 22 of the Act No. 95/2018 on Package Tours, due to accidents involving people or damages caused to items as the result of a deficient package tour that the insured has organised or sold. The insurance is an appendix to the insured's business liability insurance and covers only events outside the scope of that insurance.

5. What is not covered under the insurance?

- 5.1 Loss or damage that the insured undertakes if the liability is more extensive than his compensation liability for accidents involving people or damages to items caused by a deficient package tour.
- 5.2 Fines and other penalties levied against the insured.
- 5.3 Damage to the luggage of the travel purchaser while such luggage is in the custody of the carrier.
- 5.4 Specific punitive damages.
- 5.5 Loss or damage that public authorities pay to some extent.
- 5.6 Damage or increased damage directly or indirectly resulting from or caused by earthquakes, volcanic eruptions, landslides, avalanches, or other natural disasters.

6. Insurance amount

- 6.1 VIS's liability is limited to the insurance amount stated on the insurance policy or the renewal receipt.



- 6.2 In areas where the insured may, pursuant to international conventions, limit compensation, the company will never pay greater compensation than the permitted limitation indicates.
- 6.3 Insurance amounts change upon renewal in accordance with the consumer price index. Prices and deductibles change in the same manner.

7. Determination of compensation for personal injury

- 7.1 The insurance policy pays compensation for the personal injury of a third party on the grounds of the Tort Damages Act No. 50/1993.

8. Determination of compensation for property damage

- 8.1 Compensation shall be based on the value of the item on the date the damage is incurred.
- 8.2 VIS can either pay the estimated cost of repair or have the damaged item repaired and pay for the cost, if it is possible to repair the item so that it is in a similar state as before the damage and VIS believes that it will be worth it.
- 8.3 VIS may remit compensation in cash or may procure an article comparable to the damaged article if it is not possible to repair the damaged item or it is not worthwhile to do so, in VIS's estimation. In the event that VIS has paid compensation under this section, VIS reserves the right to recover the item that was damaged.
- 8.4 VIS has the right to pay the difference between the value of the item that was damaged as the value stood prior to the insurance event and the value after the insurance event.
- 8.5 The insured shall not profit by an insurance incident. The insurance contract shall only compensate the actual loss or damage of the insured.

9. The status of the injured party when loss or damage occurs

- 9.1 If the insurance covers the insured's damage because of the liability, the claimant can demand compensation directly from VIS. VIS and the insured are under obligation to inform the injured party of any existing liability insurance contract.
- 9.2 If a claim for compensation is made against VIS, the insured is to be notified without unreasonable delay and informed about the claim's procedure. The acknowledgement of VIS of certain details that concern liability does not constitute a binding commitment on behalf of the insured person.
- 9.3 In the event that the claimant informs VIS that he intends to file a lawsuit against it, VIS can then demand that he also file a lawsuit against the insured. VIS shall notify the injured party of its demand without any unnecessary delay and in a verifiable manner.
- 9.4 With respect to the position of the injured person in other respects, we refer to Article 44 of the Act on Insurance Contracts, No. 30/2004.

10. Handling of compensation claims

- 10.1 The insured must not admit his liability, or enter into any agreements regarding compensation, without VIS's permission.
- 10.2 VIS represents the insured, and is in charge of the entire case procedure and case procedures in a court of law where necessary. The same applies regarding salvage fees or assistance.

The information provided on the right margin is for the guidance of customers only and is not part of the terms themselves and is not intended to be used for interpreting specific clauses of the terms.

This is a translation of the authoritative Icelandic text. In the event of any discrepancies between the translation and the original Icelandic text, the original text shall prevail.