



Horse Insurance

Insurance Terms No. ED15

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

The insurance is governed by:

- The insurance policy, including endorsements and special terms.
- These insurance terms no. ED15.
- The VÍS general terms and conditions no. YY10.
- Act no. 30/2004 on Insurance Contracts.

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

With **Horse Insurance**, you can choose from different insurance options for your horse and combine them in various ways, depending on your needs.

The **terms** describe the rights and obligations of you and VÍS.
The **policy** confirms that you have purchased insurance from VÍS. The policy is accessible by logging on at vis.is

I. General provisions

1. Included coverages

- 1.1 The insurance under Sections II–VI is optional and is included if specified in the policy or renewal receipt.
- 1.2 Loss of use under Section V can only be purchased as an add-on to the life insurance or the limited life insurance.

2. What is insured?

- 2.1 The insurance applies to the horse specified in the policy or renewal receipt.

3. Who is insured?

- 3.1 The owner of the horse is insured.

4. Where does the insurance apply?

- 4.1 The insurance applies in Iceland.

5. Age limits and termination of the insurance

- 5.1 At the time of inception of the insurance, the horse may not be older than 15 years.
- 5.2 Upon renewal in the calendar year in which the horse turns 15 years of age, the sum insured is reduced by 20%, and thereafter annually by 10% of the prevailing sum insured at each renewal.
- 5.3 The following provisions apply to termination of the insurance:
 - 5.3.1 The insurance will no longer be in effect no later than at the first renewal after the horse has reached 20 years of age.
 - 5.3.2 Loss of use insurance will no longer be in effect at the first renewal after the horse turns 15 years of age.
 - 5.3.3 If a loss is compensated under the life insurance, all insurance for the horse will no longer be in effect from the date of loss, without refund of premium.
 - 5.3.4 If partial compensation is paid for loss of use, the life insurance will no longer be in effect from the date of loss, but the insurance for medical expenses and the liability insurance will remain in effect, if they were in effect when the loss occurred.
- 5.4 Provisions 5.1, 5.2, 5.3.1 and 5.3.2 do not apply to the liability insurance under Section VI.



6. Specific limitations on liability

- 6.1 The insurance does not compensate loss or an increase in loss that directly or indirectly results from or is caused by earthquake, volcanic eruption, landslide, avalanche or other natural disasters.

7. Precautionary rules

- 7.1 The care of the horse, its accommodation and feeding must be in accordance with the provisions of the Animal Welfare Act, as well as any other applicable laws, regulations and administrative provisions.
- 7.2 The rules of municipalities and the Road Act regarding roaming/free range must be observed. Where roaming is prohibited, the horse must be kept within fencing that is secure for horses or stallions in accordance with applicable laws and regulations.
- 7.3 The recommendations of veterinarians regarding regular deworming and vaccinations against such diseases and infections as apply in the relevant area or region must be followed. In addition, medicines must be used to eradicate lice as needed.
- 7.4 The policyholder must contact a veterinarian as soon as possible if the horse shows signs of illness or injury. A veterinarian must also be contacted without delay if the horse's health deteriorates during treatment. The veterinarian's instructions must be followed unconditionally while the horse is under his or her care due to disease or accident.

8. Conduct of others

- 8.1 VÍS is entitled to invoke the conduct of a person who, with the consent of the insured, is responsible for the insured horse.
- 8.2 In business operations, VÍS may invoke the conduct of the management of the insured legal entity, as well as the groom and the rider of the insured horse.

9. Use of terms

- 9.1 The term accident means a sudden external event, or an act of the horse itself, that causes injury to the horse and occurs without the will of the person responsible for its care.
- 9.2 The term disease means that the horse becomes ill with a known and defined equine disease that is not specifically excluded in these terms.
- 9.3 The term medical expenses means payments to a veterinarian, veterinary clinic or animal hospital in Iceland for examination or treatment due to disease or accident. Medicines supplied or prescribed by the same parties due to disease or accident are also included.
- 9.4 Veterinary treatment means examination and treatment performed by a veterinarian licensed in Iceland and in accordance with experience, professional expertise and recognised methods in veterinary medicine.

10. Determination of compensation

- 10.1 Compensation for medical expenses is only paid against presentation of an invoice, and can never exceed the sum insured.
- 10.2 Life insurance and limited life insurance:
- 10.2.1 Compensation is based on the market value of the horse on the date of loss, but can never exceed the sum insured.
 - 10.2.2 Compensation for the disappearance of a horse is a maximum of 75% of the sum insured.
 - 10.2.3 Compensation for a foetus or foal is 10% of the mare's sum insured for each pregnancy, or up to a maximum of the covering fee. Compensation is only paid twice during each mare's lifetime.
 - 10.2.4 Compensation is never paid under both the life insurance and the loss of use insurance for the same covered event.
- 10.3 Compensation for loss of use is 75% of the sum insured under the life insurance and limited life insurance.
- 10.4 When determining compensation under the liability insurance, Section VI applies.
- 10.5 When settling a loss and determining whether there is an obligation to pay compensation, VÍS is entitled to obtain information from veterinarians about the horse's previous medical history and state of health and other matters that may be relevant to the settlement of the loss.
- 10.6 VÍS may request a post-mortem examination at its own cost if this is considered necessary to determine liability to pay compensation or the cause of the horse's death.

Precautionary rules are requirements that are made with the aim of preventing damage or reducing the likelihood that damage will occur. It is important to know what they are.



II. Medical expenses (optional)

11. What is covered under the insurance?

- 11.1 The insurance covers:
- Medical costs for examination and treatment of the horse due to disease or accident.
 - Treatment of tooth root inflammation and treatment of teeth that break as a result of an accident.
 - Costs of bandaging a diseased hoof if the bandaging is carried out by a veterinarian or by an approved farrier at the request of a veterinarian. Compensation is only paid for the first bandage and only for the following conditions: pus in hoof (hoof abscess), lameness in the radius, osteoporosis, fractures and/or fissures in the coffin bone, cavities in the hoof wall, infections in the hoof, foreign bodies in the sole and/or frog, cracks in the hoof wall or more serious hoof damage and/or wounds.
 - Costs of laser treatment where this is used for the treatment of wounds; only one treatment per covered event is compensated.
 - Costs of acupuncture treatment, provided it is performed by a veterinarian licensed to provide such treatment.
- 11.2 If a mare's registered use according to the policy or renewal receipt is breeding mare, medical costs are compensated under Article 11.1 for a foal accompanying her for up to 30 days after birth.

12. What is not covered under the insurance?

- 12.1 The insurance does not cover medical costs for:
- Disease that the horse contracts within 20 days from the inception of the insurance, or for disease or accident that had its origin before the insurance incepted, whether or not a diagnosis had been made. The determination of when a disease or injury began is based on the opinion of a veterinarian. VÍS reserves the right to seek a veterinary expert opinion.
 - Sampling and testing to determine antibodies or antibody titres.
 - Preventive treatment and regular check-ups.
 - Examination and treatment that are not medically necessary and/or justifiable.
 - Alternative or non-conventional treatment.
 - Gelding or surgery due to cryptorchidism.
 - Treatment aimed at getting a mare in foal, such as sampling, hormone treatment, flushing of the uterus or other general treatment for that purpose.
 - Examination or treatment of teeth and procedures to remove wolf teeth (PM1).
 - Mental illness, behavioural disorders, temperament defects or other psychological conditions.
 - Shoeing.
- 12.2 VÍS does not pay:
- Travel and transport costs in connection with treatment and examination.
 - Costs of physiotherapy and rehabilitation.
 - Feed, dietary supplements, health and hygiene products and similar products.
 - Surcharge on medical costs because a veterinarian had to be consulted outside normal working hours, unless this was strictly necessary.
 - Costs of prescriptions, invoicing, certificates or medical reports.

III. Life insurance (optional)

13. What is covered under the insurance?

- 13.1 VÍS pays compensation if:
- The horse dies as a result of disease or accident.
 - The horse is so ill or injured that euthanasia is recommended by a veterinarian because treatment would be contrary to animal welfare considerations and the Animal Welfare Act.
 - The horse disappears and is not found again within four months. A condition for compensation is that the horse has been publicly advertised as missing and a formal search has been carried out.
- 13.2 VÍS pays compensation when a mare's registered use according to the policy or renewal receipt is breeding mare for:
- Loss of foetus occurring on day 91 or later after the mare was last with a stallion.
 - A foal that dies or must be euthanised within 30 days from birth due to injury, disease or congenital defect.

If the horse dies as a result of disease or accident and treatment has been unsuccessful, compensation is paid under the life insurance.



14. What is not covered under the insurance?

- 14.1 VÍS does not pay compensation if the horse dies or must be euthanised due to:
- Disease that the horse contracts within 20 days from the inception of the insurance, or due to disease or accident that had its origin before the insurance inception, whether or not a diagnosis had been made. The determination of when a disease or injury began is based on the opinion of a veterinarian. VÍS reserves the right to seek a veterinary expert opinion. The above provision also applies if the sum insured is increased at the request of the policyholder; in such cases the previous sum insured applies.
 - Mental illness, behavioural disorders, temperament defects or other psychological conditions.
 - Tetanus, if the horse has not been vaccinated adequately.
 - Bone spavin.
 - Orders by public authorities or other comparable measures.
 - Compensation is not paid for foetus and foal if the insurance is taken out after the pregnancy has been confirmed by a veterinarian in a pregnancy certificate. The same applies if the mare dies or is euthanised due to injuries and/or disease that were present when the insurance was taken out.

IV. Limited life insurance (optional)

15. What is covered under the insurance?

- 15.1 VÍS pays compensation if:
- The horse dies as a result of disease or accident.
 - The horse is so ill or injured that immediate euthanasia is recommended by a veterinarian because treatment would be contrary to animal welfare considerations and the Animal Welfare Act.
 - The horse disappears and is not found again within four months. A condition for compensation is that the horse has been publicly advertised as missing and a formal search has been carried out.
- 15.1 VÍS pays compensation when a mare's registered use according to the policy or renewal receipt is breeding mare for:
- Loss of foetus occurring on day 91 or later after the mare was last with a stallion.
 - A foal that dies or must be euthanised within 30 days from birth due to injury, disease or congenital defect.

If the horse dies as a result of disease or accident, compensation is paid under the limited life insurance. Compensation is also paid if the horse is so ill or injured that **immediate euthanasia** is recommended..

16. What is not covered under the insurance?

- 16.1 VÍS does not pay compensation if the horse dies or must be euthanised due to:
- Disease that the horse contracts within 20 days from the inception of the insurance, or due to disease or accident that had its origin before the insurance inception, whether or not a diagnosis had been made. The determination of when a disease or injury began is based on the opinion of a veterinarian. VÍS reserves the right to seek a veterinary expert opinion. The above provision also applies if the sum insured is increased at the request of the policyholder; in such cases the previous sum insured applies.
 - Mental illness, behavioural disorders, temperament defects or other psychological conditions.
 - Tetanus, if the horse has not been vaccinated adequately.
 - Bone spavin or other chronic locomotor disorders, as well as chronic conditions that suddenly become serious.
 - Orders by public authorities or other comparable measures.
 - Lameness.
 - Physical developmental defects.
 - Fracture or fissure in bone tissue showing signs of weakness, bone loss (decalcification), hardening (sclerosis) or arthritis.
 - Chronic respiratory disorders and chronic conditions that suddenly become serious.

V. Loss of use (optional – only available as an add-on to life insurance or limited life insurance)

17. What is covered under the insurance?

- 17.1 VÍS pays compensation if a veterinarian declares the horse unfit for the use specified in the policy following disease or accident and the horse has demonstrably and permanently lost the characteristics required for that use despite appropriate veterinary treatment.



18. What is not covered under the insurance?

- 18.1 VÍS does not pay compensation for loss of use if the horse is declared unfit due to:
- Disease that the horse contracts within 20 days from the inception of the insurance, or due to disease or accident that had its origin before the insurance inception, whether or not a diagnosis had been made. The determination of when a disease or injury began is based on the opinion of a veterinarian. VÍS reserves the right to seek a veterinary expert opinion. The above provision also applies if the sum insured is increased at the request of the policyholder; in such cases the previous sum insured applies.
 - Mental illness, behavioural disorders, temperament defects or other psychological conditions.
 - The fact that the horse is deemed unfit for breeding due to problems connected to its genetic defect.
 - Bone spavin.
 - Tetanus, if the horse has not been vaccinated adequately.
- 18.2 VÍS does not pay compensation for loss of use in respect of a stallion until it has been gelded.

VI. Liability insurance (optional)

19. When does the insurance apply?

- 19.1 The insurance covers covered events that occur during the insurance period.
- 19.2 If the consequences of an event that has caused loss and occurred during the insurance period do not become apparent until after the insurance has expired, VÍS will nevertheless pay compensation.
- 19.3 VÍS does not pay compensation for loss due to an event that occurred before the start of the insurance period, even if the loss does not become apparent until during the insurance period.

20. What is covered under the insurance?

- 20.1 The insurance covers direct bodily injury or property damage to a third party for which the insured is liable in tort under Icelandic law as the owner of the horse. Property means real property and movable property, including animals. The insurance compensates loss to the extent that the injured party is not required to bear the loss themselves due to contributory negligence or contributory liability.
- 20.2 A condition for liability in damages under this provision is that bodily injury or damage to property can be traced to a sudden and unforeseen event.

21. What is not covered under the insurance?

- 21.1 The insurance does not cover:
- Loss arising under contract, i.e. loss for which the insured is liable due to breach of contract.
 - Loss sustained by the insured's family. Family members are deemed to be the insured's spouse (cohabiting partner), children and other relatives, provided that these parties share the same legal domicile. This provision also applies to the person responsible for the horse at any given time.
 - Damage to property that the insured or the persons listed in sub-paragraph b) above have at their disposal, hold in storage or otherwise have in their custody.
 - Damage to property if this is caused by fire, water used for extinguishing, smoke, soot or explosion.
 - Loss that can be traced to non-compliance with applicable laws and regulations regarding the keeping of animals in question.
 - Wages, per diems or other payments that the insured is obliged by law or contract to pay a person who has suffered an accident.
 - Fines, legal costs or other expenses in connection with criminal proceedings.

22. Insurance amount

- 22.1 VÍS's liability for each covered event is limited to the sum insured stated in the policy or renewal receipt. If more than one covered event arises from the same cause, they are considered to be one covered event.
- 22.2 Costs incurred with the consent of VÍS to determine the insured's liability and interest on the compensation amount will be paid, even if VÍS's payment thus exceeds the sum insured.
- 22.3 If the sum insured is lower than the principal of the compensation amount, only that proportion of costs and interest corresponding to the compensation payable by VÍS will be paid.

According to Icelandic law, a person is liable for tort damages with respect to any harm which he causes others in a culpable and unlawful manner. This principle is called the **culpa rule**, and it is a basic principle of Icelandic law. If the person who is subject to a litigation claim for tort damages is not culpable, that person will not be liable in tort.

The purpose of liability insurance is to pay indemnity for the insured person in the event that he has incurred tort liability, to the extent that the injured party will not have to cover his own loss or damage on account of shared liability or shared accountability, and its purpose is also to pay the cost incurred by the insured party in case a tort claim is made against him.



24.4 The sum insured is index-linked to the consumer price index.

23. Determination of compensation for personal injury

23.1 VÍS pays compensation for bodily injury to a third party in accordance with the Tort Damages Act No. 50/1993.

24. Determination of compensation for property damage

24.1 Compensation is based on the value on the date of loss.

24.2 If it is possible to repair the damaged item so that it is in a similar condition as before the loss, and if the repair is economical in the opinion of VÍS, VÍS may either pay the estimated repair costs or have the item repaired at the expense of VÍS.

24.3 If it is not possible to repair the damaged item or if this is not economical in the opinion of VÍS, VÍS may pay compensation in money or provide an equivalent item to the one that was damaged. If VÍS has paid compensation under this Article, it reserves the right to claim the damaged item.

24.4 VÍS is entitled to pay the difference between the value of the damaged item as it was before the covered event and its value after the covered event.

24.5 The insured must not profit from a covered event. The insurance only compensates the insured's actual loss.

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

25.1 If the insurance policy covers the loss or damage of the insured due to his liability in tort, the injured party may demand that VÍS pay compensation directly to the injured party. VÍS and the insured are under obligation to inform the injured party of any existing liability insurance.

25.2 If a claim is presented against VÍS for compensation, the insured person must be informed without unreasonable delay and must be provided with information regarding the handling of the claim. VÍS acceptance of certain details that concern liability does not constitute a binding commitment on behalf of the insured person.

25.3 In the event that the injured party notifies VÍS that he intends to bring legal action against it, VÍS may demand that the injured party also directs the action against the insured person. VÍS shall notify the injured party of its demand without any unnecessary delay and in a verifiable manner.

25.4 With respect to the position of the injured person in other respects, reference is made to Article 44 of the Insurance Contracts Act No. 30/2004.

26. Handling of compensation claims

26.1 The insured is required to seek consultation with VÍS regarding their legal status if they are demanded compensation for a loss for which they are considered to be at fault.

26.2 The insured person may not accept his liability for compensation or enter into agreements concerning compensation without the approval of VÍS.

26.3 VÍS represents the insured, and handles the processing of the case, and handles the case in the courts of law if 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.