

Terms and conditions

Collision damage waiver and PAI Insurance

Terms and conditions as of 1st of June 2017



1. For whom does the insurance apply?

The collision damage waiver is in favor of the hirer of the vehicle.

2. Where the insurance applies

The insurance is valid in Norway unless otherwise agreed and specified in the rental agreement.

3. The scope of the insurance

The insurance includes cover for the areas specified in the rental contract.

3.1 BASIC INSURANCE (LDW)

If the hirer has taken out Basic Insurance (LDW), the hire's financial liability is limited in the event of damage/vandalism/glass damage to the vehicle to the obligatory excess only. The amount of the excess depends on the type of vehicle.

If Basic Insurance (LDW) is not taken out, the hirer is fully financially liable for i.a. damage up to the specified excess in addition to consequential loss (loss of income to the car rental company) and transport expenses, including damages caused by theft / burglary of the car or parts of it. Basic Insurance (LDW) includes damage caused by vandalism.

3.2 MEDIUM INSURANCE – (BASIC + SLDW + PAI + WWI)

MEDIUM INSURANCE can only be taken out if basic insurance is selected. Depending on the type of agreement and vehicle, MEDIUM INSURANCE, which includes SLDW (Super damage and theft waiver), limits the hirer's financial liability for damage to the vehicle down to the excess that is specified in the lease agreement. MEDIUM INSURANCE also includes PAI and WWI, which is specified below.

3.3 PREMIUM INSURANCE – (MEDIUM + SLDW + PAI + WWI)

PREMIUM INSURANCE can only be taken out if MEDIUM insurance is selected. The insurance package reduces the hirer's financial liability for damage to the vehicle down to 0,-. PREMIUM INSURANCE also includes PAI and WWI, which is specified below.

3.4 SUPER CDW (SCDW – Super Collision Damage Waiver)

SCDW can only be purchased if the hirer has taken out the Basic Insurance (LDW). The renter is liable for damage to the vehicle limited to NOK 2.000,-.

3.5 SUPER TP (STP – Super Theft Protection)

SCDW can only be purchased if the hirer has taken out the Basic Insurance (LDW). The renter is liable for damage to the vehicle limited to NOK 2.000,-.

3.6. PAI

If the hirer has taken out PAI, the following cover is included:

3.6.1 Accident Insurance

Who the insurance covers

The insurance covers persons listed as driver(s) of the rental car in the rental agreement or a passenger therein.

What damage the coverage includes.

Coverage includes injuries to the insured driver and passengers when travelling in the car. If the rental car is the direct cause of the accident, injuries to driver or passengers will be covered even if they are outside the vehicle.

Accidental injury is defined as injuries to the body caused by a sudden external event (accident) which occurs during the rental period. For compensation purpose trauma such as shock is not covered unless it occurs simultaneously with physical injury resulting in a permanent disability.

Insurance coverage summary

Death.

If the accidental injury to a driver or a passenger results in death within one year, payable death benefit will be NOK 100,000 for each person. Any disability benefit that may be paid for the same injury shall be deducted from the death benefit. Death compensation accrues to the insured's spouse or heirs by law or will.

Disability

If within three years of the accident injuries are diagnosed as permanent, disability benefit will be paid.

For permanent disability insured will be paid a sum NOK 200,000, for each person. For partial disability, a similar but smaller part of it will be paid. If the insured dies within one year of the accident injury, disability payment is paid provided it is proven that the injuries would have resulted in lifelong disability. If the insured dies within one year of the accidental injury, no disability compensation is made nor the compensation accruing to the insured.

The degree of disability is assessed after one year following the accident. Compensation is payable on the date one year after the accident occurred. If any of the injured parties, claim that the degree of disability may change, the final settlement may be postponed, but not longer than three years for adults and five years for children less than 20 years of age.

The degree of disability is set according to the Ministry of Social Affairs disability table of 04/21/1997.

Limitation of the Insurance

The total sum insured is limited to NOK 1.5 million in total for both disability and death benefit for the driver and passengers in the vehicle. The sum will be allocated proportionately - depending on the death benefit or disability benefit between the injured persons. The sums insured listed under " Death " and " Disability " cannot exceed the upper limit of liability as stated under this coverage.

Treatment costs

The insurance covers reasonable and necessary medical expenses prescribed by a physician or dentist as a result of accidental injuries up to 3 years from date of accident. Expenses for utilities are not covered by insurance. Travel expenses to and from home for necessary treatment will cover the cheapest means of transportation considering the insured's state. Compensation is limited to NOK 5.000. Treatment expense claims must be documented by original documents / receipts.

All settlements are subject of a deductible of NOK 500,-.

3.6.2 Personal effects and baggage insurance

The insurance covers damage to personal effects and own luggage caused by a traffic accident or as a result of burglary of vehicle. In case of theft caused by burglary, insurance will only cover luggage/cargo stored in locked trunk. Maximum sum payable is NOK 5,000,-. While maximum sum insured per item is NOK 2.000,-. Special assets, e.g. camera, computer, video, equipment, jewelry, cell phone, furs, antiques, art collections and cash are not covered.

All settlements are subject of a deductible of NOK 1.000,-.

3.7 Assistance and glass protection (WWI)

3.7.1 Assistance

Incorrect filling - Covers rescue and transport to the nearest garage and the cost of emptying the tank and refilling fuel. Deductible NOK 500. The insurance covers maximum NOK 5.000,- and excess amount must be covered by the hirer.

Accidents and driving off the road – Covers assistance/rescue for accidents and driving off the road. Deductible NOK 500. The insurance covers maximum NOK 5.000,- and excess amount must be covered by the hirer.

Empty battery and empty tank – Covers rescue and transport to the nearest petrol station for empty tank and assistance/rescue for empty battery. Deductible NOK 500. The insurance covers maximum NOK 2.000,- and excess amount must be covered by the hirer.

Keys locked inside vehicle or lost – Covers expenses for a new equivalent hire vehicle under the existing hire agreement, including extra expenses for any necessary transport to a new hire location. The hirer is responsible for costs incurred in providing a new key. Deductible NOK 500. The insurance covers maximum NOK 2.000,- and excess amount must be covered by the hirer.

If PREMIUM insurance is taken out, the deductible is NOK 0,-.

The insurance does not include:

The insurance company does not cover these costs:

- repair in a garage
- spare parts (must be specified)
- costs which can be reimbursed under a guarantee scheme, membership of an organization, etc.

Expenses which are not covered

The insurance company does not pay for expenses which can be refunded or reimbursed from other sources, e.g. tour operator, automobile association, hotel, etc. Expenses incurred as a result of delay due to traffic jams are not covered.

3.7.2 WWI (Glass and Tyres protection)

If the hirer has taken out WWI, the following cover is included:

Puncture – Covers rescue and assistance for a puncture, and any costs for a new tire or wheel. Deductible NOK 500. The insurance covers maximum NOK 3.000,- and excess amount must be covered by the hirer.

Glass – Covers glass damage as a result of stone shot or break-in/vandalism. Deductible NOK 500. For repair the deductible is NOK 0,-. The insurance covers maximum NOK 15.000,- and excess amount must be covered by the hirer.

If PREMIUM insurance is taken out, the deductible is NOK 0,-.

4. General Liability Limiting Provisions of the Policy

4.1 Liability limitation when the driver is intoxicated.

The Company does not cover damage caused by the insured or by any person responsible for the vehicle with the consent of the insured, while driving under self-inflicted influence of alcohol or other intoxicating or sedative substance, cf. the Road Traffic Act (Vegtrafikkloven) § 22, Para. 1. This also applies in an insurance case caused by another party driving the vehicle under such influence, if the insured or the person responsible for the vehicle with the consent of the insured was instrumental in permitting the use of the vehicle even though he or she knew or had to be aware that the driver was intoxicated, cf. the Insurance Contracts Act (Forsikringsavtaleloven) § 4-9.

4.2 Liability limitation upon breach of safety regulations

The safety regulations are applicable to the insured. In the case of breach of the safety regulations, the right to payment can be waived or reduced, cf. the Insurance Contracts Act (Forsikringsavtaleloven) § 4-8. Actions and omissions by a person who with the consent of the insured is responsible for the vehicle shall affect the rights of the insured under this policy as if the actions or omissions were carried out by the insured, unless otherwise agreed and stipulated in the insurance certificate.

4.2.1 Safety regulations

a) When leaving a parked vehicle, it shall be closed and locked, and the key shall not remain in or on the vehicle.

b) The driver of the vehicle shall have a valid driving license for the relevant vehicle category in accordance with the driving license regulations of the Ministry of Transport and Communications (Samferdsels-departementets førerkortforskrifter) of February 23rd 1979, as amended.

c) The vehicle shall not be used for participation in or training for racing or speed tests.

d) The vehicle shall not be used for off-road racing.

4.3 Duty of Disclosure

Any breach of the duty of disclosure of information which the company may invoke against the policy holder according to the Insurance Contracts Act. (Forsikringsavtaleloven) § 4-2, may also be invoked against others who may be insured under the policy.

Insurer

Tryg Insurance (org.nr. 989 563 521) P O Box 7070, NO-5020 Bergen.

Disputes

Should any dispute arise concerning the policy, complaints may be directed to the Complaints Board for Consumers in Banking and Finance Matters (Finansklagenemnda), P O Box 53, NO-0212 Oslo. Tel: +47 23 13 19 60.