

Terms and Conditions

Excess Reduction Insurance



Updated 1st of January 2023

1. To whom the insurance applies

Excess of Loss insurance applies to the benefit of the person who takes out the car hire insurance.

2. Where the insurance applies

The insurance applies in the European Cooperation Area (EEA) and Switzerland, as well as up to 3 months in countries connected to the Green Card scheme.

3. What the insurance covers

The insurance includes the covers that appear in the specification in the rental contract.

3.1 BASIC INSURANCE PACKAGE – Collision and theft insurance (CDW/ TP)

If the hirer has taken out the BASIC INSURANCE PACKAGE (CDW/TP), the hirer's financial liability in the event of a collision, run-off-road, theft and vandalism is only reduced to a mandatory deductible. The excess will be between NOK 12,000 - 18,000 depending on the type of car. If BASIC INSURANCE COVERAGE (CDW/ TP) is not taken out, the car hirer is fully financially responsible for amongst other things, damage up to the stated deductible, as well as deprivation (loss of income for the car rental company) and transport expenses, also in the case of damages resulting from break-in/theft of a car or parts of it.

The insurance also covers glass damage and rescue with the same deductible as for collision and theft.

3.2 SUPER Insurance package – Super collision and theft insurance CDW (SCDW / STP)

SCDW / STP can only be taken out if the Basic Insurance Package (CDW / TP) is selected. The car hirer's financial responsibility for damage to the vehicle is reduced to NOK 3,000. – 7,000 depending on car type.

The insurance also covers glass damage and rescue with the same deductible as for collision and theft.

The insurance products under sections 3.1 - 3.2 do not cover damage to the engine, gears, driveline, clutch, under carriage and interior alone, unless it has occurred as a result of collision, run-off-road or vandalism.

4. General conditions limiting liability for the insurance.

4.1 Limitation of liability when the driver is under the influence.

The company does not cover damage caused by the insured or the person who, with the insured's consent, is responsible for the motor vehicle, while he or she was driving the motor vehicle under the self-inflicted influence of alcohol or other intoxicating or narcotic substances, cf. Road Traffic Act § 22, subsection 1. The same applies to injury/damage caused by another while the latter was driving the motor vehicle in such a condition, if the insured or the person who, with the consent of the insured, is responsible for the motor vehicle contributed to the motor

vehicle being used even though he or she knew or had to understand that the driver was under the influence. Cf. FAL § 4-9.

4.2 Limitation of liability for breach of safety regulations

The safety regulations apply to insured persons. In the event of a breach of the safety regulations, the right to compensation may be lost or reduced, cf. Section 4-8 of the Insurance Contracts Act.

Actions and omissions by a person who, with the insured's consent, is responsible for the motor vehicle, have the same effect on the insured's rights under the insurance as if the action and omission had been carried out by the insured himself, unless otherwise agreed and this appears on the insurance policy.

4.2.1 Safety regulations

- a) When leaving a parked motor vehicle, it must be closed and locked, and the key must not be kept in or on the motor vehicle
- b) The driver of the motor vehicle must have a valid driving license for the relevant vehicle category in accordance with the Ministry of Transport's driving license regulations of 23 February 1979 with subsequent amendments.
- c) The motor vehicle must not be used for participation in or training for speed races or speed tests.
- d) The motor vehicle must not be used for off-road driving or used for driving off the beaten track.
- e) The motor vehicle must not be subjected to abnormal loads.
- f) The motor vehicle must not be used in places that do not have physical space for the vehicle in terms of height, width or length.

4.3 Obligation to provide information

Breaches of the duty to provide information that the company can invoke against the policyholder according to FAL section 4-2, can also be invoked against others who may be insured under the insurance.

Insurance provider

Tryg Forsikring (reg. no. 989 563 521)

PB 7070, 5020 BERGEN

Dispute

If there is a dispute about the insurance contract, complaints can be directed to the Financial Complaints Board, Postbox 53 Skøyen, 0212 Oslo. Telephone 23 13 19 60.