

# POLICY T&Cs

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# 1. GENERAL INFORMATION

All vehicles are fully insured but an excess applies for vehicle damage and theft. In the majority of cases, this excess can be reduced by purchasing excess insurance (which we arrange) from Tryg Forsikring NUF when hiring the vehicle. The young driver's excess for drivers under 24 years of age cannot be reduced.

## 2. WHO DOES THIS POLICY APPLY TO?

### 2.1 General

This policy applies to you as the policyholder and hirer of the hire vehicle, and to any extra drivers who are indicated in the hire agreement with the vehicle hire company. Statutory road and rescue insurance and PAI also apply to the passengers in the vehicle. Wherever we write 'you', we mean all persons covered by this policy.

This policy applies to all hirers who have reached 19 years of age and have had a driving licence for at least 1 year. If an extra driver is registered, this driver must also satisfy these conditions and present their driving licence to Avis. Only those persons indicated in the hire agreement have a right to drive the vehicle. A family member of the hirer may also use the vehicle with the consent and at the risk of the hirer.

### 2.2 Drivers under 24 years of age

Drivers under 24 years of age are subject to an additional young driver's excess of DKK 2,500 for own fault.

## 3. WHERE THIS POLICY IS VALID – GEOGRAPHICAL RESTRICTIONS

### 3.1 Denmark

This policy is valid in Denmark.

### 3.2 Outside of Denmark

This policy is also valid outside of Denmark, Norway, and Sweden, provided the hire company has given written consent.

This policy covers Europe and Green Card countries provided the hire company has given its consent.

## 4. WHAT THIS POLICY COVERS

### 4.1 Insurance coverage

This policy provides the insurance coverage stated in the hire agreement.

Third-party liability insurance is included in the hire price. This policy covers liability for property damage and personal injuries caused by the vehicle. This insurance is mandatory according to the Danish Highways Act (Færdselsloven) and is included in all Avis products.

## 5. POLICIES

### 5.1 TPI excess reduction

Theft Protection Insurance – TPI

Theft Protection Insurance limits the hirer's financial liability to DKK 5,000 in the event of the theft or misappropriation of the vehicles, or a break-in or attempted theft or misappropriation of the vehicle.

Damages must always be reported immediately to the Avis centre you hired the vehicle from.

Theft Protection Insurance is only valid if the hirer completes, signs and returns a claims form to Avis and files a police report. The hirer is personally responsible for reporting the theft or break-in to the police.

### 5.2 CDI excess reduction

Collision Damage Insurance CDI

The excess reduction reduces the hirer's costs in the event of damages to the vehicle to DKK 5,000 in the following instances: damage to the vehicle, accidents (involving third parties), fire damage, and rescue and recovery, provided such has not been caused by fraud, theft, or attempted theft.

Damages must always be reported immediately to the Avis centre you hired the vehicle from. The excess reduction is only valid if the hirer completes, signs and returns a claims form to Avis.

### 5.3 STPI excess waiver

Super Theft Protection Insurance STPI

Super Theft Protection Insurance (STPI) eliminates the hirer's financial liability in case of theft, attempted theft, or break-in to an excess of DKK 0. The STPI excess waiver cannot be purchased without also purchasing the TPI excess reduction. STPI can only be purchased together with SCDI.

Damages must always be reported immediately to the Avis centre you hired the vehicle from. Theft Protection Insurance is only valid if the hirer completes, signs and returns a claims form to Avis and files a police report. The hirer is personally responsible for reporting the theft or break-in to the police. For light goods vehicles up to 3.5 tonnes, the excess cannot be waived and is instead reduced to DKK 2,500 if STPI is purchased.

### 5.4 SCDI excess waiver

Super Collision Damage Insurance SCDI

SCDI eliminates your excess entirely for damage to the vehicle, accidents (involving third parties), fire damage, and rescue and recovery, provided such damage was not caused by fraud or theft with a key. This excess waiver cannot be purchased unless CDI has also been purchased.

SCDI can only be purchased together with STPI.

Damages must always be reported immediately to the Avis centre you hired the vehicle from. The excess waiver is only valid if the hirer completes, signs and returns a claims form to Avis. The excess cannot be waived for light goods vehicles up to 3.5 tonnes. Instead, the excess is reduced to DKK 2,500.

### 5.5 LI glass insurance

Glass insurance covers the costs of repairing or replacing the glass in the vehicle in the event of damages caused by unexpected external factors. The cover also applies to glass sunroofs. Purchasing glass insurance reduces the hirer's excess to DKK 0.

### 5.6 Roadside assistance cover RSN

RSN covers fees charged for recovery/roadside assistance where an accident has happened without the vehicle suffering damages, in the event that the vehicle is refuelled with the wrong type of fuel, or if the key becomes locked inside the vehicle.

## 5.7 Accident insurance

PAI - Personal Accident Insurance.

PAI covers both the driver and all passengers in the vehicle.

It is comprised of two elements:

- Accident – death and incapacity
- Treatment fees and dental injuries

### 5.7.1 Accident insurance

**This policy covers:**

- This policy covers the consequences of accidents that are caused directly by a vehicular accident which the insured parties suffer whilst inside the vehicle or whilst getting in or out of the vehicle.

**This policy does not cover:**

- Worsening of the consequences of an accident that is due to an existing or temporary underlying health condition.
- The consequences of an accident that affect persons connected to garages, service stations, hotels, or other businesses who take custody of the vehicle for commercial purposes.
- The consequences of an accident that affect the insured party where this party personally drives the vehicle in an irresponsible manner through wilful intent or gross negligence or any other form of gross negligence when the accident occurred, or is aware that such has occurred.
- The consequences of an accident that affect the driver of the vehicle where the driver does not have a legal driving licence or the passengers where they are aware of this fact.
- The consequences of an accident that occurs during off-roading, racing, or training for such, and any and all driving on tracks or in areas that are enclosed for this purpose.
- The consequences of an accident that are the direct or indirect consequence of war or civil unrest.
- The consequences of an accident that are caused by the use of atomic weapons, or the release of atomic energy or radioactive forces.

### 5.7.2 Compensation for permanent injury:

The maximum compensation for medical incapacity is DKK 1,000,000 per person.

**This policy covers:**

*Medical incapacity*

- If an accident that is covered by the policy causes the insured party to suffer a permanent injury, compensation shall be provided to that percentage of the sum insured, to which the injury is assessed. Multiple injuries arising from the same accident cannot be assessed to a total of more than 100%.
- Permanent injury compensation shall be paid out to the insured party.

**This policy does not cover:**

- Compensation shall not be paid for any permanent injury that existed prior to the accident, and such an injury may not lead to the degree of injury being assessed as higher than if the insured party had had full capacity prior to the accident.
- Harm below 5% is not subject to compensation.
- Multiple injuries arising from the same accident cannot be assessed to a total of more than 100%.

**How the degree of permanent injury is assessed**

The degree of permanent injury is assessed according to the degree of medical invalidity, based on the medical information and the injury assessment table applied by the occupational injury insurer, not taking into account the occupation of the insured party.

### 5.7.3 Treatment fees and dental injuries

#### General

To the extent that the insured party is not entitled to compensation from another party, e.g. health insurer, occupational injury insurer, public dental care, or liable injuring party, the following shall be paid:

- Treatment fees up to a maximum of DKK 10,000 per person in connection with a covered accident, the policy covers fees for treatment with a physiotherapist and chiropractor for up to 12 months from the date of injury, up to a maximum of the degree of permanent injury assessed.
- Reasonable fees charged for dental treatment as a consequence of the accident that is covered by the policy.

#### Restrictions

- If the condition of the insured party's tooth/teeth had deteriorated prior to the accident as a result of illness, restorative dentistry, or root canal treatments, compensation may be reduced partly or entirely.
- If a damaged tooth is part of a bridge, or if neighbouring teeth are missing, compensation cannot exceed the amount that would be required to treat a healthy tooth.
- Dental injuries suffered from clenching and chewing are not covered.
- Dental prostheses that are damaged shall only be compensated if they are replacing natural teeth at the time of the accident.

### 5.7.4 Death

Compensation shall be paid out to the amount of DKK 120,000 if the insured party dies as a result of the accident.

#### Who receives the compensation?

The sum shall be paid out to the insured party's next-of-kin.

If the deceased does not leave behind any heirs, stepchildren, or spouse, an amount of DKK 9,000 only shall be paid out.

### 5.7.5 If you need to make a claim

- All damages must be reported immediately.
- The claims form can be requested from Avis.
- The injured party must undergo continuous treatment from a physician and must follow the instructions of the latter.
- As soon as medical treatment ends or the lasting consequences of the injury can be assessed, the physician's final report shall be submitted to Tryg Forsikring.
- Tryg Forsikring is entitled to obtain information from any physician who is treating or has treated the injured party, and to have the injured party
- examined by a physician of the insurer's choosing.
- If the accident has resulted in death, this must be reported within 48 hours.
- Tryg Forsikring has the right to request an autopsy.
- Tryg Forsikring shall cover the fees for reports, declarations, and examinations which the insurer deems necessary in order to process the case.
- Glasses are not covered by the policy even if they are in use at the time of the accident.

### 5.7.6 Disputing a decision - accident insurance

Any disputes regarding a decision made by the insurer can be brought before Labour Market Insurance (Arbejdsskadestyrelsen), provided this decision is binding for both parties.

If this decision is amended in favour of the injured party, the costs associated with such shall be covered by the insurer.

## 5.8 Super PAI

Super PAI includes the cover described under Sec. 5.6 – Accident insurance.

This policy also covers:

### **Luggage and personal effects insurance**

The policy covers damages suffered to the policyholder's own luggage and personal effects belonging to others where such are caused by a road traffic accident or are the result of a break-in to the vehicle. In the event of a theft caused by break-in, the policy only applies to items stolen from a locked boot/storage compartment. The total sum insured is DKK 30,000, with a limit of DKK 10,000 per individual item. Special equipment and contents are not covered, e.g. camera, PC, video equipment, make-up, mobile telephone, furs, antiques, art collections, and cash.

## 6. OTHER INSURANCE POLICIES APPLICABLE TO AVIS HIRE CARS

### 6.1 Third-party liability insurance

All hire vehicles are covered by statutory third-party liability insurance which covers the liability for compensation which you as a user may be subject to in the event of an accident. The driver of the vehicle is not covered. The passengers, however, are covered.

## 7. DUTY OF CARE/SAFETY & SECURITY RULES

### 7.1 Duty of care/safety & security rules for drivers

This policy does not cover:

- Damages which occur because the driver of the vehicle is under the influence of alcohol, drugs, or similar
- Damages caused due to wilful intent or gross negligence
- Damages caused whilst the vehicle is being operated by a person who does not have a valid driving licence, unless it is demonstrated that the damages were not caused by inadequate driving behaviour

However, in the event of a damage as described under Sec. 4.2.2, the policyholder is covered unless it can be demonstrated that the policyholder was aware of circumstances as described above, or that the policyholder was wilfully or negligently unaware of such.

### 7.2 Duty of care/safety & security rules for the vehicle

In order to avoid your vehicle being stolen, you must have the key on your person at all times, even if you are only leaving it for a moment, e.g. at a petrol station or in the garage at home. If the vehicle is stolen with the key in the lock or inside the car, this theft or coverage for damages to the car may result in the policyholder's right to compensation being reduced partly or entirely. At the same time, you must ensure that doors, windows and sunroofs are locked shut. Valuables and mobile electronic equipment, e.g. GPS, must be removed from the vehicle or placed in a locked glove compartment, regardless of whether or not such constitute standard vehicle equipment.

Failure to observe this duty of care/these safety & security rules for the vehicle may result in compensation being reduced partly or entirely.

## 8. RESTRICTIONS – WHAT THIS POLICY DOES NOT COVER

### 8.1 Enclosed areas and competition driving

This policy is voided if the vehicle is used for competition driving, training, driving practice, driving instruction, or similar purposes within an enclosed competition area.

This policy is not valid during competitions/racing involve the vehicle, training for such competitions, or high-speed driving under competition-like conditions.

### 8.2 Earthquakes, war, other armed conflict etc.

This policy does not cover damages that are the direct or indirect result of:

- a) Earthquakes or other natural disasters
- b) War, war-like situations, or civil unrest
- c) The release of atomic energy or radioactive forces

However, the damage will be covered if the policyholder can demonstrate that it is not the direct or indirect result of such circumstances.

## 9. POLICY TERMS & CONDITIONS

### 9.1 Insurer and supervisory authority

The insurer providing this policy is Tryg Forsikring A/S, via its Tryg Forsikring NUF Forsikring branch. The insurer is supervised by the Danish Financial Supervisory Authority (Finanstilsynet).

### 9.2 Limitations of Tryg Forsikring's liability

#### 9.2.1 Causing an insured event

If the insured party has wilfully caused an insured event, the insurer will not pay out any compensation relating to this event. The same applies in the event that the insured party has wilfully caused a worsening of the consequences of an insured event.

If the insured party has wilfully caused an insured event or a worsening of the consequences of such, compensation may be reduced to the extent that the insured party has caused such, insofar as this is reasonable taking into account the party's situation and circumstances as a whole. The same applies if the insured party must otherwise be assumed to have acted or failed to act in the knowledge that this will involve a significant risk of damages occurring.

Where damages have been caused by simple negligence in connection with a breach of the duty of care or safety & security rules in these Policy T&Cs, we have a right to reduce compensation by a reasonable amount.

## 9.3 If you need to make a claim

### 9.3.1 Reporting claims and claiming compensation

Accidents or damages that may be subject to compensation must be reported to Tryg immediately. This report must contain as much information as possible.

Vehicles thefts must be reported to both Tryg and the police immediately.

## 9.5 Disagreements and complaints

If you disagree with Tryg regarding this policy, and if further communication does not produce a satisfactory result, you can lodge a complaint with:

Ankenævnet for Forsikring/Insurance Complaints Board  
Anker Heegaards Gade 2  
1572 Copenhagen V  
Tel. 33 15 89 00 between 10:00 – 13:00

The Insurance Complaints Board is an impartial board. Representatives of both the Danish Consumer Council (Forbrugerrådet) and the insurance industry sit on this Board. Complaints must be submitted to the Insurance Complaints Board using a special form which can be requested from the Board or from Tryg. The complainant must pay a fee when submitting this complaints form.

If disputes concerning insurance agreements are brought before the courts, these shall be resolved according to Danish law before the Danish courts and according to the rules on jurisdiction in the Danish Procedural Code (Retsplejeloven).