

POLICY CONDITIONS OF 01/10/2023

All vehicles are insured but are subject to excess in case of collision or theft. These excess payments can be reduced by purchasing excess policies from Tryg Forsikring NUF, for whom we act as an insurance intermediate, when hiring a vehicle.

1. WHO DOES THE INSURANCE COVER?

1.1 General

The policy covers you as the policyholder and hirer of the vehicle who have reached 19 years of age and have held a driving licence for at least 1 year

Any named drivers must also satisfy these conditions and present a valid driving licence to Enterprise. Only those persons named in the hire agreement are entitled to drive the hire vehicle.

1.2 Drivers under 25 years of age

For drivers under 25 years old, an additional deductible for young drivers of 2,500 NOK applies in case of a traffic accident.

2. WHERE IS THE INSURANCE VALID – GEOGRAPHICAL COVERAGE

2.1 In which countries

The policy is valid in Norway.

2.2 In Europe

The policy is valid outside Norway subject to the prior written consent of the vehicle hire company.

3. SCOPE OF INSURANCE

3.1 Insurance cover

The policy provides the cover indicated in the specific hire agreement.

3.2 CDI excess reduction

Collision Damage Insurance CDI

Collision damage insurance limits the hirer's financial liability if the vehicle suffers the following damage:

Collision damage, Liability (third-party), Fire damage, and Rescue & Recovery from a deductible of NOK 40.000,- down to NOK 10.000,- provided the damage is not due to fraud, theft with a key, theft without a key, or attempted theft.

The insurance does not cover damage to glass, tires, and rims.

Damages must always be reported to the Enterprise hire station immediately. This protection is only valid if the hirer fills in, signs and submits a claims form to Enterprise.

3.3 SCDI excess reduction

Super Collision Damage Insurance SCDI

This policy limits the hirer's financial liability if the vehicle suffers the following damage: Collision damage, Liability (third-party), Fire damage, and Rescue & Recovery from a deductible of NOK 10.000,- down to NOK 3.000,- provided the damage is not due to fraud, theft with a key, theft without a key, or attempted theft.

Damages must always be reported to the Enterprise hire centre immediately. This protection is only valid if the hirer fills in, signs and submits a claims form to Enterprise.

The insurance does not cover damage to rims.

3.4 TPI excess reduction

Theft Protection Insurance – TPI

Theft protection insurance limits the hirer's financial liability for theft or unlawful use of vehicle, break-in or attempted theft, or seizure of vehicle from a deductible of NOK 40.000,- down to NOK 10.000,-. Damages must always be reported to the Enterprise hire centre immediately.

Theft protection insurance is only valid if the hirer fills in, signs and submits a claims form to Enterprise. The hirer is responsible for reporting the theft or break-in to the police.

3.5 STPI excess reduction

Super Theft Protection Insurance STPI

Theft protection insurance limits the hirer's financial liability for theft or unlawful use of vehicle, break-in or attempted theft, or seizure of vehicle from a deductible of NOK 10.000,- down to NOK 3.000,-. Damages must always be reported to the Enterprise hire centre immediately.

Theft protection insurance is only valid if the hirer fills in, signs and submits a claims form to Enterprise. The hirer is responsible for reporting the theft or break-in to the police.

3.6 Excess waiver

Excess waiver ZEP

This policy eliminates entirely the hirer's financial liability if the vehicle suffers the following damage: Collision damage, Liability (third-party), Fire damage, Rescue & Recovery, Theft, attempted theft and burglary.

The insurance does not cover damage to rims.

3.7 Tires- and Windscreen insurance - TWP

Tires- and Windscreen insurance covers the replacement and repair of the vehicle's tires and external glass (incl glass sunroof) if it is damaged due to a sudden external factor. If this policy is purchased, the hirer's excess is reduced to NOK 0.

This excess waiver (TWPI) cannot be purchased unless the excess reduction policies (CDI/TPI) has been taken out.

3.8 Rescue and assistance insurance - RAP

This policy covers assistance in the event of a breakdown due to a flat tire, an empty tank, and locked-in keys. The insurance does not cover assistance for self-inflicted situations such as filling of wrong fuel, and it does not eliminate the renter's deductible in the event of damage or theft, regardless of the insurance chosen at the time of pick-up. The insurance is mandatory for rental cars crossing national borders.

3.9. Personal Accident Insurance - PAI

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

3.9.1 Who the insurance covers

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

3.9.2 Where the insurance applies

The insurance is valid in the area specified for the motor vehicle liability insurance.

3.9.3 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.

3.9.4 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 and total disability insured will be paid a sum NOK 500,000, 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.

The policy does not cover injuries:

- which are caused by stroke, fainting or other health condition;
- which are caused by earthquakes or volcanic eruptions in Norway;
- which occur during participation in a crime;
- which occur while the vehicle has been requisitioned for or is being used in connection with mobilisation of troops or military exercises;
The coverage is still in effect if the vehicle is being driven by the hirer during military exercises in peace time.

Even if an injury can be demonstrated as the cause of such, the following illnesses or health conditions are not covered by this policy: heart attacks, angina, cancer, varicose veins, nucleus prolapse, sciatica, lumbago, rheumatism, arthritis, ankylosing spondylitis, spondylosis deformans, nerve root disorders, nerve root compression, osteochondrosis, herniated disc, spinal stenosis, gout, neurosis, spondylolisthesis.

The policy does not cover any worsening of a person's health if, according to medical experience, this worsening is likely to have occurred even if the accident had not.

The policy does not cover injuries suffered in connection with committing or taking part in an intentional criminal act.

4. OTHER POLICIES FOR ENTERPRISE RENTAL VEHICLES

4.1 Liability insurance

All rental vehicles are covered by mandatory liability insurance in accordance with the Norwegian Vehicle Liability Act (Bilanvarsloven) of 3 February 1961.

5. GENERAL CONDITIONS FOR LIMITATION OF LIABILITY

5.1 Limitation of liability when the driver is under the influence

The company is not liable for insured events which the insured party has caused while driving the vehicle under the influence of alcohol or other intoxicating substance of their own volition (see Sec. 22(1) Norwegian Highways Act (Vegtrafikkloven)). The same applies to insured events caused by another person while this person is driving the vehicle in such a state if the insured party was involved in the use of the vehicle even though they knew or must have understood that the driver was under the influence, see Sec. 4(9) FAL (Norwegian Insurance Act).

5.2. Limitation of liability in the event of a breach of safety regulations.

5.2.1. The policy is subject to the following safety regulations:

- a) The driver of the vehicle must have a valid driving licence for the relevant type of vehicle;
- b) The doors and boot of the vehicle must be locked when the vehicle is left unattended; It must be ensured that the vehicle's keys are kept out of reach of unauthorised persons;
- e) Goods which are in the vehicle must be properly secured such that they cannot cause damage;
- g) The vehicle must not be used to participate in or practise for racing or test drives;
- h) The vehicle must not be used for off-roading.

5.2.2. If there occurs an insured event which is caused by a breach of the safety regulations described, the company's liability to make any payments, and if so how much, shall be determined with respect to the degree of fault, the course of the damage event, and the circumstances as a whole, see Sec. 4(8) FAL.

If the insured has intentionally caused a loss event, the insurer is not liable for the payment of indemnity. The same applies if the insured has intentionally exacerbated the consequences of a loss event.

If the insured has caused a loss event or exacerbated its consequences through gross negligence, the indemnity may be reduced, depending on what is reasonable considering his conduct and the other circumstances. The same applies if the insured is otherwise deemed to have acted or failed to act with the knowledge that this entailed a significant risk of the loss occurring.

When the loss is caused by negligence that is not gross in connection with a breach of a duty of care or a safety regulation in the policy terms, the insurer has the right to reduce the indemnity by a reasonable amount.

6. MAKING A CLAIM

If an insured event has occurred, the Company must be notified as soon as possible. The right to compensation is forfeited if the claim is not reported to the Company within 1 year of the insured party becoming aware of the circumstances, on which the claim is based, cf. Sec. 18(5) FAL.

Insurer

The insurer for the above policies is Tryg Forsikring and the policyholder is the hirer. Tryg Forsikring offers and provides the insurance, while Enterprise brokers the policies.

The insurer is Tryg Forsikring A/S (org. no. 989 563 521), Folke Bernadottes vei 50, Postboks 7070, 5020 Bergen.

Disputes and how to complain

If disputes arise concerning the insurance agreement, complaints can be lodged with the Norwegian Financial Services Complaints Board (FinKN), Postboks 53 Skøyen, 0212 Oslo. Tel. 23 13 19 60.