



# VEHICLE TERMS AND CONDITIONS CDW01 of 01.01.2025

## 1. Loss Damage Waiver (LDW)

Loss Damage Waiver (hereinafter referred to as LDW) is an insurance cover that provides a reduced deductible in the event of:

- a) Collision damage
- b) Theft of the vehicle
- c) Attempted theft
- d) Vandalism in connection with theft

The insurance cover can be taken out from among 3 options:

- LDW (clause 1.1.)
- LDW reduced (clause 1.2.)
- LDW minimum (clause 1.3.)

For LDW, LDW reduced and LDW minimum, damage to glass, tires, rims, interior, and rescue is not covered. This latter does not apply if it appears from the rental contract that such additional coverage has been selected.

If LDW has been taken out, the rental agreement states which coverage has been agreed upon.

### 1.2 LDW reduced

#### 1.2.1 Deductible

Deductible	Applicable to vehicle groups
7 500	ECAE, ECMR, ECAR, CDAE, CDAR, CDMR, CFAR, CWAR, CWAE, IFAE, IXNR
10 000	A, FFAR, FWAR, SDAR, SFAR, SFMR, SWAR, SWAE, SWBE, SVAE, SFAE, SVAR, AE, SDAE, FFAE, B, K, LV, V, S, W, PFAR, PDAE, PXBR, LFAR, XFAH, XFAR, SVAX, FVAR, PFAE, LFAE, XFAE, VE, SFBR, CFAE, LFAX, LVAR
12 500	OVMR
15 000	C, XFAX, XSAE, XLAE
20 000	P

### 1.3 LDW minimum

#### 1.3.1 Deductible

\*No deductible

### 1.1 LDW

#### 1.1.1 Deductible

Deductible	Applicable to vehicle groups
15 000	ECAE, ECMR, ECAR, CDAE, CDAR, CDMR, CFAR, CWAR, CWAE, IFAE, IXNR
20 000	A, FFAR, FWAR, SDAR, SFAR, SFMR, SWAR, SWAE, SWBE, SVAE, SFAE, SVAR, AE, SDAE, FFAE, B, K, LV, V, S, W, PFAR, PDAE, PXBR, LFAR, XFAH, XFAR, SVAX, FVAR, PFAE, LFAE, XFAE, VE, SFBR, CFAE, LFAX, LVAR
25 000	OVMR
30 000	C, XFAX, XSAE, XLAE



## VEHICLE TERMS AND CONDITIONS CDW01 of 01.01.2025

### 2. Tyre and glass insurance (TG)

If the rental agreement states that Tyre and Glass Insurance (TG) has been agreed upon, the following is covered:

#### 2.1.2 Deductible

- No deductible

- 2.1.1 Damage to tyres, wheel rims and cracked or broken external windows, sunroof and glass roof, provided that the glass is repaired or replaced.

### 3. Interior insurance (BQ)

If the rental agreement states that Interior Protection (BQ) has been agreed upon, the following is covered:

The insurance cover covers damage to and soiling of the inner walls of the cargo area and trunk during use, loading and unloading the vehicle, as well as inside the vehicle in the driver and/or passenger cabin.

- 3.1.1 Material damage and soiling inside the vehicle by up to NOK 15,000.

#### 3.1.2 Deductible

- No deductible

### 4. Personal Accident Insurance (PAI)

If the rental agreement states that Personal Accident Insurance has been agreed upon, the following applies:

#### 4.3 The insurance covers

- Medical disability.
- Death.

#### 4.1 Definitions

Accidental injury

- Accidental injury means an injury to the body due to a sudden and unforeseen external physical event (an accident), occurring during the insurance term.

Medical disability

- Medical disability means a permanent and significant injury of a medical nature that is determined on the basis of the Regulations relating to compensation for permanent occupational injury, cf. clause 5.7.2.

#### 4.2 Who is covered by the insurance

The driver and passengers who are rightfully in or on the vehicle, or outside the vehicle if the vehicle is the direct cause of the injury.



## VEHICLE TERMS AND CONDITIONS CDW01 of 01.01.2025

### 4.4 The insurance does not cover

- Illness.
- Psychological injury if the injury does not meet the diagnostic criteria in the International Classification System ICD-10, section F43,1 (PTSD Post-traumatic stress disorder).
- Injuries that are only disfiguring, except facial injuries.
- Injury/illness attributed to infection through bacteria, virus or another source of infection.
- Injury in the event of poisoning through food, drink or stimulants.
- Injury that is due to a stroke, fainting or other illness or medical condition/predisposition.
- Dental injuries - excluding treatment expenses.
- Back disorders and back pain unless the disorder/pain can be attributed to a detectable fracture of the spine, and this can be attributed to an accident. The following illnesses/injuries are not covered even if an accident can be proven to be the cause: fibromyalgia, myalgia, tendonitis, periostitis, "mouse-ar", tennis elbow, frozen shoulder, prolapse, lumbago, nerve root affection that radiates out to the arms or legs (sciatica), spondylosis/spondylolisthesis, rheumatic illnesses, arthrosis, osteochondrosis, spondylosis and breakage as a consequence of a pathological process or osteoporosis, cardiovascular diseases or neuroses.
- Suicide or attempted suicide due to mental disorder

If a morbid condition or predisposition has contributed to the injury, the compensation may be reduced in proportion to the significance the condition or predisposition has had for the injury.

### 4.5 Permanent medical disability

#### 4.5.1 Insurance sum

- NOK 200,000.

Full compensation is paid in the event of 100% permanent medical disability. A correspondingly smaller percentage is paid for partial disability.

### 4.6 Death

#### 4.6.1 Insurance sum

- NOK 100,000.

#### 4.6.2 Deductible

- No deductible

### 4.7 Payment rules

#### 4.7.1 Medical and specialist declarations

- a. The Undertaking and the insured are entitled to obtain medical and specialist declaration that may be of significance for determining the calculation of the compensation. If the Undertaking finds it necessary to obtain a medical declaration from a new expert, this must be justified in writing.
- b. The Undertaking may require that the person who brings a claim against the Undertaking receives a medical examination by a specialist physician which will form the basis for the calculation of the compensation. If the insured is outside Norway, the Undertaking may require that the insured is examined by an appropriate physician in Norway.



## VEHICLE TERMS AND CONDITIONS CDW01 of 01.01.2025

### 4.7.2 Medical disability

this has had for the disability.

- a. The compensation will be paid when the insurance event has occurred, the Undertaking has received the claim with the necessary documentation and has had reasonable time to assess the distribution of liability and calculate its final liability.
- b. The compensation is determined by the life-long degree of medical disability caused by the accident.
- c. Medical disability is determined by a doctor/specialist according to the Regulations relating to compensation for permanent occupational injury no. 373 of 21 April 1997, Parts I, II and III. In cases where the injury/illness/defect is not covered by the disability table, the disability will be determined on a discretionary basis. The degree of medical disability is determined on an objective basis, without regard to the insured's occupation, reduced ability to have paid employment (degree of disability) and the like. If an accident or illness results in multiple injuries to the same person, the degree of disability is determined by an overall assessment
- d. If the degree of disability may change, the final settlement may be postponed for up to three years after the date of the injury. The settlement is then based on the assumed permanent medical disability due to the condition on the third anniversary.
- e. If the insured had a disability before the accident, a deduction will be made for this in the claims settlement.
- f. If it is assumed that a morbid condition, predisposition or injury, together with the accidental injury, has contributed to the insured's disability, the compensation is reduced in proportion to the significance

- g. When determining the degree of disability, no consideration shall be given to occupation, individual predisposition or social position.

### 4.7.3 Death

- a. The compensation will be paid when the death has occurred, the Undertaking has received the claim with the necessary documentation and has had reasonable time to assess the distribution of liability and calculate its final liability.
- b. If the accidental injury results in the death of the insured within 1 year after the date of injury, compensation for death is paid. Any disability compensation that has been prepaid for the same injury will be deducted.
- c. Payment of compensation follows the provisions of Chapter 15 of FAL.



# GENERAL TERMS AND CONDITIONS of 01.01.2025

The general terms and conditions apply to the extent that they are not deviated from in the special terms and conditions or in the insurance certificate.

## 1. The Norwegian Insurance Contracts Act and choice of law

The Act relating to insurance contracts of 16 June 1989 no. 69, hereinafter referred to as FAL, applies to the Insurance Contract.

Norwegian legislation applies to the Insurance Contract as long as this does not conflict with the Norwegian Act of 27 November 1992 no. 111 relating to the choice of law in insurance or this has otherwise been agreed upon.

## 2. Special limitations in the Undertaking's liability for compensation

The Undertaking is not liable for any loss or damage and the worsening of any such loss or damage that is directly or indirectly related to or caused by:

- a. Earthquakes or volcanic eruptions.
- b. War or warlike acts, riots or similar disturbances of the public order
- c. Nuclear damage – regardless of the cause - from nuclear substance, nuclear reactions, ionising radiation, nuclear fuel, radioactive radiation/waste, use of missiles or dangerous proliferation of biological or chemical substances. Radioactive, toxic, explosive or other hazardous characteristics of nuclear-charged explosive devices. The exemption does not cover the use of radioisotopes as specified in the Norwegian Nuclear Energy Act of 12 May 1972 no. 28, section 1 c, and which has been lawfully used in accordance with the Norwegian Act on radiation protection and use of radiation of 12 May 2000 no. 36.
- d. Act of terrorism.  
The Undertaking's maximum liability for compensatory damage caused by or related to an act of terrorism is limited to NOK 1 billion per incident and NOK 1 billion per calendar year. The limitation applies collectively for all types of insurance and for all customers of the Undertaking.

However, the exceptions in clauses 2. b) and 2. c) above apply in full.

An act of terrorism means herein an injurious action aimed at the general public, including an act of violence - and which appears to have been carried out with the intention of exerting influence on political, religious or other ideological bodies or to induce fear. The Undertaking is not liable for loss or damage resulting from the hazardous dissemination of biological or chemical substances or the use of rockets.

An incident means herein all damages that affect the Undertaking, the Undertaking's parent company, subsidiaries or branches' policyholders in the Nordic region within a period of 48 hours.

If the limit for the Undertaking's maximum liability is exceeded, the individual insured's amount of compensation will be proportionately reduced. Personal injuries resulting from an act of terrorism that are also covered by one of the circumstances specifically exempted in clauses 2.b and/or 2.c are not covered in any case.



## GENERAL TERMS AND CONDITIONS of 01.01.2025

### 3. Interest on the amount of compensation

The insured is entitled to interest in accordance with FAL, sections 8-4 or 18-4.

### 4. Breach of the duty to provide information

Any person guilty of fraud against the Undertaking, forfeits any rights under the Insurance Contract and under other insurance contracts with the Undertaking relating to the same event and the Undertaking may terminate any insurance contract, cf. FAL, sections 4-2, 4-3, 8-1 or sections 13-2, 13-3, 18-1.

### 5. Notification of damage

Damage shall be reported to the Undertaking without undue delay in accordance with FAL, section 4-10. The damage report shall state the insured's personal identification number.

Traffic accidents involving personal injuries, other accidents involving personal injuries, as well as fire, theft and vandalism must be reported to the police as soon as possible.

### 6. Duty to notify and limitation

The right to compensation lapses if the claim has not been submitted to the Undertaking within one year after the insured became aware of the circumstances justifying the claim, see FAL, section 8-5, first paragraph and section 18-5, first paragraph. Other limitation periods, see FAL, sections 8-6 and 18-6.

If the Undertaking rejects the claim for compensation in whole or in part, the insured loses the right to compensation if proceedings are not instituted or a tribunal hearing requested within six months after he or she received written notice of the rejection. See FAL, section 8-5, second paragraph and section 18-5, second paragraph.

### 7. Legal assets

The insurance contract only covers legal assets that can be assigned a monetary value.

### 8. Prohibition against profit

The insurance shall not result in any profit, but shall only compensate for the loss actually suffered within the framework of the insurance contract. The sum insured is not proof of the value of the insured object or asset.



## GENERAL TERMS AND CONDITIONS of 01.01.2025

### 9. Legal venue

Disputes under the insurance contract will be settled by a Norwegian court unless this is contrary to mandatory rules in the applicable legislation or as otherwise agreed upon.

### 10. Currency

Premiums, amounts insured, compensation, etc., that result from the Insurance Contract are calculated using Norwegian krone (NOK) unless otherwise stated in the terms and

conditions or in the insurance certificate.

### 11. The Norwegian Non-Life Insurance Guarantee Scheme

The Undertaking is a member of the Norwegian Non-life Insurance Guarantee Scheme.

The Guarantee Scheme shall contribute to ensuring payment of claims arising from direct non-life insurance agreements to insured and injured third parties. See Act of 10 April 2015 no. 17 on financial institutions and financial groups (the Financial Institutions Act), section 20-3 and the Regulations of 9 December 2016 no. 1502 on financial institutions and financial groups (the Financial Institutions Regulations) Chapter 20.

The coverage under the Guarantee Scheme has limitations in scope and does not cover all types of insurance. This is set out in the Financial Institutions Regulations, cf. especially section 20-1. Chapter 20. *The coverage under the Guarantee Scheme has limitations in scope and does not cover all types of insurance. This is set out in the Financial Institutions Regulations, cf. especially section 20-1.*

### 12. Processing of personal data

Protector Forsikring is the data controller for the processing of your personal data, which may also include information about your health and any trade union membership. We process your personal data in order to administer and execute the Insurance Contract we have entered into, for example, to calculate premiums, pay compensation if you suffer an injury, as well as carry out analyses and calculations on statistical material.

Please read our data protection and cookie statement on our website at <https://protectorforsikring.no/personvern/>. You can call our customer service centre at (+47) 24 13 18 00 if you do not have access to the information online.



## GENERAL TERMS AND CONDITIONS of 01.01.2025

### 13. Areas subject to sanctions

Any liability to pay compensation - and other obligations towards the insured or other rightful claimants under the Insurance Contract - lapses if fulfilment of the obligation can result in breach of sanctions, prohibitions or restrictions adopted by the United Nations (UN), the European Union (EU), the United Kingdom or the US.

### 14. Reservation against electronic communication

The renter can opt out of electronic communication with the Undertaking, cf. FAL, section 1-6.

### 15. Safety regulations

#### 15.1 Generale safety regulations

##### Driver's licence and the driver of the motor vehicle

The driver of a motor vehicle must have a valid driver's licence and must not be under the influence of alcohol, drugs or other intoxicating substances.

Motor vehicles must only be used by driver(s) approved by the car rental provider.

Driving practice is not allowed.

##### Maintenance

The motor vehicle must be properly maintained. The manufacturer's instructions regarding use and maintenance must be observed.

##### Use

The motor vehicle must only be used in areas the lessor has approved.

The motor vehicle must not be subject to abnormal loads. Goods and loose equipment carried in the motor vehicle must be properly secured. The roof box must be securely fastened and not contain goods weighing more than the recommended weight.

The motor vehicle must not be used for offroad driving to or participation in speed races and speed tests, or in track-like areas.

The renter must familiarise himself with the vehicle's fuel type and is obliged to fill the correct fuel.

Motor vehicles must not be used in places that do not have physical space for the vehicle in terms of height, width and length.



## GENERAL TERMS AND CONDITIONS of 01.01.2025

### 15.2 Theft and burglary protection

The motor vehicle must be kept closed and locked when there are no people inside it.

Under no circumstances must the vehicle be left with the keys in the ignition or the engine running. The keys must be kept separate from the motor vehicle when it is left unattended and they must be kept inaccessible to unauthorised persons at all times.

A factory-fitted or FG-approved theft alarm must be fitted to particularly theft-prone car types when this has been agreed upon when entering into the Insurance Contract.

### 15.3 Breach of safety regulations

Breach of one or more safety regulations may result in a reduction in the claim settlement by up to 100%, cf. FAL section 4-8.

The driver of the employer's vehicle may have a recourse claim raised against him or her, for the same amount as the reduction in the claim settlement, if the person in question has acted with gross negligence.

If the Undertaking's risk of damage changes in relation to the agreement specified in the insurance certificate, the policyholder is obliged to notify the Undertaking immediately.