

# POLICY CONDITIONS OF 01/01/2022

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# 1. GENERAL INFORMATION

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 broker, when hiring a vehicle.

## 2. WHO DOES THE INSURANCE COVER?

### 2.1 General

The policy covers you as the policyholder and hirer of the vehicle, plus any additional driver(s) who is/are named in the hire agreement. The liability insurance and accident and rescue policies cover all passengers in the vehicle.

The policy covers all hirers who 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 Budget. Only those persons named in the hire agreement are entitled to drive the hire vehicle. Family members may also use the vehicle with the consent of and at the risk of the hirer.

### 2.2 Drivers under 25 years of age

Drivers under 25 years of age must pay a surcharge. The minimum age for purchasing super insurance policies is 25 years old.

## 3. WHERE IS THE INSURANCE VALID – GEOGRAPHICAL COVERAGE

### 3.1 In which countries

The policy is valid in Norway, Sweden, Denmark and Finland.

### 3.2 In Europe

The policy is valid in most European countries subject to the prior written consent of the vehicle hire company.

## 4. SCOPE OF INSURANCE

### 4.1 Insurance cover

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

## 5. POLICIES

### 5.1 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 of vehicle.

Damages must always be reported to the Budget hire centre immediately. Theft protection insurance is only valid if the hirer fills in, signs and submits a claims form to Budget. The hirer is responsible for reporting the theft or break-in to the police.

If TPI is not taken out, the hirer is financially liable for damages, loss of vehicle and transportation costs resulting from any theft. Liability is limited to the "Excess for theft" as stated in the hire agreement.

## 5.2 CDI excess reduction

### Collision Damage Insurance CDI

This cover limits the hirer's financial liability if the vehicle suffers the following damage: Collision damage, Liability (third-party), Fire damage, and Rescue & Recovery 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 Budget hire centre immediately. This protection is only valid if the hirer fills in, signs and submits a claims form to Budget.

## 5.3 Super STPI excess waiver

### Super Theft Protection Insurance STPI

Theft protection insurance limits or eliminates entirely the hirer's financial liability for theft or unlawful use of vehicle, break-in or attempted theft, or seizure of vehicle. The excess waiver (STPI) cannot be purchased unless the excess reduction policy (TPI) has been taken out.

Damages must always be reported to the Budget hire centre immediately. Theft protection insurance is only valid if the hirer fills in, signs and submits a claims form to Budget. The hirer is responsible for reporting the theft or break-in to the police. For light commercial vehicles up to 3.5 tonnes, the excess cannot be waived but it can be reduced to NOK 2,500 if STPI is taken out. The hirer's excess is stated in the Product Information Document (IPID).

## 5.4 Super SCDI excess waiver

### Super Collision Damage Insurance SCDI

This policy limits or eliminates entirely the hirer's financial liability if the vehicle suffers the following damage: Collision damage, Liability (third-party), Fire damage, and Rescue & Recovery 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 Budget hire centre immediately. This protection is only valid if the hirer fills in, signs and submits a claims form to Budget. The excess waiver (SCDI) cannot be purchased unless the excess reduction policy (CDI) has been taken out. For light commercial vehicles up to 3.5 tonnes, the excess cannot be waived but it can be reduced to NOK 2,500 if STPI is taken out. The hirer's excess is stated in the Product Information Document (IPID).

## 5.5 LI windscreen insurance

Windscreen insurance covers the replacement and repair of the vehicle's front windscreen if it is damaged due to a sudden external factor. If this policy is purchased, the hirer's excess is reduced to NOK 0.

If this policy is not taken out, then excess liability will be between NOK 12,000 and NOK 20,000 (depending on vehicle group).

## 5.6 RSN Rescue and assistance insurance

This policy covers fees for recovery or towing of hire vehicles as a result of damage or unforeseen vehicle failure. RSN also includes roadside assistance in case you are locked out of the vehicle, run out of fuel, drain the battery, fill the vehicle with the wrong fuel, or suffer a puncture. NB: Fees for remedying damages are not covered (incorrect fuel, tyres and rims).

## 5.7 Personal accident insurance

### PAI - Personal Accident Insurance.

This policy covers any and all persons who are lawfully driving the vehicle and who are named in the hire agreement or passengers in the same vehicle.

The policy contains four types of cover:

- Accident – death and incapacity
- Treatment costs
- Rescue and assistance
- Luggage

### 5.6.1 Accident

**This policy covers the following:**

This policy covers injuries suffered by drivers/passengers (insured parties) in an accident which occurred while the injured party was in the vehicle. If the vehicle is the direct cause of the damage or injury, the company is also liable for injuries suffered by insured parties when they are outside of the vehicle.

Injury is understood here as a bodily injury caused by a sudden external event - accident - which occurs during the insurance period. Psychological damage, e.g. shock, is not considered an injury here, unless a physical injury occurred at the same time leading to permanent or compensatable incapacity.

**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 armed forces 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.

#### 5.6.1.1 Death

**This policy covers the following:**

*Death*

If the injury leads to death within 1 year, compensation will be paid out to the amount of NOK 500,000 per person. Any incapacity compensation that may have been paid out for the same injury will be offset against this compensation. This compensation for death will accrue to the spouse, or collateral heirs according to the law or last will and testament.

#### 5.6.1.2 Medical incapacity

**This policy covers the following:**

*Medical incapacity*

If, within 3 years, the injury leads to an incapacity which is assumed to be permanent, incapacity compensation will be paid out.

In the event of full incapacity, the entire insurance sum of NOK 500,000 will be paid out to each person. In the event of partial incapacity, a smaller corresponding amount will be paid out. If the insured party dies more than 1 year after the injury was suffered, incapacity compensation will be paid out provided it may be assumed that the injury would have led to permanent incapacity. If the insured party dies within 1 year after the injury was suffered, incapacity compensation will not be paid out. Compensation will accrue to the insured party.

The degree of incapacity will be assessed 1 year after the injury occurred. Compensation is payable on the anniversary of the injury. If any of the parties believe that the degree of incapacity may change, they may request that final settlement be suspended for no longer than 3 years for adults and 5 years for children under 20 years of age after the injury occurs.

**The policy does not cover the following:**

- Loss of capacity to work (occupational disability);
- Functional impairment which cannot be objectively identified;

- More than 100% incapacity for the same injury.

#### **How the degree of incapacity is determined**

The degree of incapacity is determined in accordance with the Royal Norwegian Ministry of Labour and Social Affairs' incapacity key of 21/04/1997.

#### **Amount of compensation**

Compensation will be paid out to the level of insurance which corresponds to the medical degree of incapacity. If function was already impaired, the medical degree of incapacity for this reduction will be deducted from the compensation. If functional capacity cannot be improved by using prosthetics, the degree of incapacity will be determined with respect to the prosthetic function as well.

#### **Limits on sum insured**

The total sum insured is limited to NOK 3.5 m in total for drivers and passengers in the vehicle. This sum will be divided proportionately - between those persons who were in the vehicle at the time of the damage event, depending on compensation for death or incapacity. In all cases, the sums insured as specified under "Death" and "Invalidity" represent the upper limits for the company's liability according to this policy.

### **5.6.2. Treatment costs**

#### *Fees for doctors and dentists*

The policy covers reasonable and necessary costs for treatment prescribed by a doctor or dentist as a result of the injury for up to 3 years from the damage event. Costs for aids are not covered by the policy. Travel expenses to and from the insured party's place of residence for necessary treatment are covered for the most reasonable means of transport when taking into account the party's condition. Compensation is limited to NOK 25,000. Treatment costs must be documented in the form of original receipts.

During settlement, an excess of NOK 1,000 will be deducted.

#### *Travel expenses*

Travel expenses to and from the insured party's place of residence for necessary treatment are covered for the most reasonable means of transport when taking into account the party's condition

#### **This policy does not cover:**

- Loss of income;
- Costs arising from illness;
- Costs for treatment at a private hospital or clinic;
- Treatment costs paid to a doctor, and associated travel expenses, after final compensation for medical incapacity has been paid out;
- Dental damage resulting from chewing and biting.

### **5.6.3 Rescue and assistance**

The policy covers the most reasonable form of transport to the insured party's place of residence or treatment facility in Norway, travel to the place where the vehicle was taken to, or travel to a place where the hirer can receive a courtesy car.

### **5.6.4 Luggage insurance**

The policy covers damage to personal luggage and effects caused by road traffic accidents or resulting from a break-in to the vehicle. In the event of a theft caused by a break-in, the policy only covers luggage stolen from a locked boot/luggage space. The total sum insured for the vehicle is NOK 30,000, and NOK 2,000. Money, securities, personal documents and passports are not covered.

The excess is NOK 1,000.

## 5.7 Super PAI

The policy contains six types of cover:

- Accident – death and incapacity
- Treatment costs
- Rescue and assistance
- Luggage
- Travel cancellation
- Lost house key

### 5.7.1 Accident

The coverage and other conditions are the same as those under Sec. 5.6 (PAI), except that the sums insured are instead as follows:

|  |                |
|--|----------------|
| Death and 100% incapacity – per person | NOK 1,500,000  |
| Treatment costs                        | NOK 75,000     |
| Excess for treatment costs             | NOK 650        |
| Limit on total sum insured             | NOK 10.500.000 |

### 5.7.2. Treatment costs

*Fees for doctors and dentists*

The sum insured is increased to NOK 75,000. Otherwise, the policy is the same as under PAI (Sec. 5.6.2)

### 5.7.3 Rescue and assistance

The policy covers the most reasonable form of transport to the insured party's place of residence or treatment facility in Norway, travel to the place where the vehicle was taken to, or travel to a place where the hirer can receive a courtesy car.

### 5.7.4 Luggage insurance

The sum insured is increased to NOK 75,000. Otherwise, the policy is the same as under PAI (Sec. 5.6.2)  
The excess is NOK 650.

### 5.7.5 Travel cancellation insurance

Travel cancellation covers travel expenses paid by the hirer and passengers in advance for transport, board and lodging before the start of travel which require the hirer to return home, be admitted to hospital, or be bed-bound for 3 days or more (requires confirmation from a doctor) due to an illness/injury which occurs during travel. If the insured party arrives at the travel operator's means of transport late when travelling from Norway, and the insured party is not at fault for this, necessary and documented additional expenses for completing the travel in question will be compensated if: the delay is due to an accident, collision, engine failure, locking system failure, or empty tank.

## 5.8 Compensation for lost house key

The policy provides compensation of up to NOK 5,000 for house keys which are lost as a result of a break-in or accident.

## 5.9. Insurance packages – zero excess.

The excess for all coverage will be waived and set at NOK 0 with the purchase of one of the following insurance packages.

### **A) Full Vehicle Coverage**

In addition to CDI/TPI (collision and theft), this package also includes the following policies:

Super CDI

Super TPI

Windscreen insurance (LI)

Rescue and assistance insurance (RSN)

Personal accident insurance (PAI)

### **B) Full Coverage**

In addition to CDI/TPI (collision and theft), this package also includes the following policies:

Super CDI

Super TPI

Windscreen insurance (LI)

Rescue and assistance insurance (RSN)

Personal accident insurance (PAI)

Personal accident insurance (Super PAI)

## **6. OTHER POLICIES FOR BUDGET RENTAL VEHICLES**

### **6.1 Liability insurance**

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

## **7. GENERAL CONDITIONS FOR LIMITATION OF LIABILITY**

### **7.1 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).

### **7.2. Limitation of liability in the event of a breach of safety regulations.**

7.2.1. 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;
- i) Use of mobile telephone when you are driving is prohibited.

7.7.2. 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.

### **7.2.3 Acts and omissions on the part of someone who is not an insured party. (Identification).**

Acts and omissions on the part of a person who, with the consent of the insured party, is responsible for the vehicle shall have the same effect for the rights of the insured party according to the policy as if such acts and omissions had been committed by the insured party themselves, unless otherwise agreed and specified on the insurance certificate.

7.2.4. Breaches of disclosure obligations which the company may invoke against the policyholder according to Sec. 4(2) FAL may also be invoked against other parties who may be insured under the policy.

## 8. GENERAL CONDITIONS

### 8.1 Special restrictions on the company's requirement to pay out compensation

- The company is not liable for losses or damages, or increases in losses or damages, which are directly or indirectly caused by or related to:
- nuclear core reactions, ionising radiation, nuclear fuel, radioactive radiation/waste, use of rockets or hazardous spreading of biological or chemical substances;
- radioactive, poisonous, explosive or other hazardous properties of nuclear explosives;
- acts of war or similar acts, regardless of whether or not war has been declared, civil unrest or similar serious disruption to civil order;
- earthquakes or volcanic eruptions.

### 8.2 Acts of terror

Damages caused by acts of terror, including acts which involve the spreading of chemical or biological substances, are covered in accordance with the following provisions: An act of terror is understood as an act which causes injuries and which appears intended to cause serious personal injury or property damage or other significant loss in order to influence political, religious or other ideological bodies, or in order to elicit fear among the population.

The company's total liability for all compensatable damage events which are directly or indirectly caused by or related to an act of terror is limited to a maximum of NOK 1 billion per each incident, and NOK 1 billion per calendar year for all incidents. These limits apply to the company's liability according to all insurance agreements within the company combined, except for agreements concluded separately for covering damages or losses caused by terrorism. Each incident is understood to mean all damage events which affect the Company and which occur within a period of 48 hours, calculated from the first damage event and which are directly or indirectly caused by or related to an act of terror. If the per-incident limit is exceeded, all compensation will be reduced proportionately.

Exemption - Damage to the following is not covered:

- dams, tunnels, bridges;
- airports, train stations;
- nuclear power plants;
- buildings with more than 25 storeys;
- offshore installations;
- properties/interests outside of the Nordic region.
- 

### 8.3 Consequences of fraud

Persons committing fraud against the company shall forfeit all rights under the insurance agreement and other insurance agreements with the company in relation to the same incident, and the company may terminate any insurance agreement with this person, see Sec. 4(2), Sec. 4(3), Sec. 8(1) or Sec. 13(2), Sec. 13(3) and Sec. 18(1) FAL.



## 9. 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 Budget 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.