

Collision damage waiver and Plus Insurance

Terms and conditions as of 1 January 2015

1. For whom does the insurance apply?

The collision damage waiver is in favour of the hirer of the vehicle.

2. Where the insurance applies

The insurance is valid in Norway unless otherwise agreed and specified in the lease agreement.

3. The scope of the insurance

The insurance includes cover for the areas specified in the lease contract.

3.1 CDW – Collision Damage Waiver

If the hirer has taken out CDW, the hire's financial liability is limited in the event of damage/vandalism/glass damage to the vehicle to the obligatory excess only. The amount of the excess depends on the type of vehicle.

CDW does not cover accidents arising from theft or break-in.

If CDW is not taken out, the hirer is fully financially liable for i.a. damage up to the specified excess in addition to consequential loss (loss of income to the car rental company) and transport expenses.

3.2 TP – Theft Protection

If the hirer has taken out TP, the hirer's financial liability in the case of a break-in or theft of the vehicle or parts thereof is limited to covering the compulsory excess. The amount of the excess depends on the type of vehicle.

If TP is not taken out, the hirer is fully financially liable for i.a. damage up to the specified excess in addition to consequential loss (loss of income to the car rental company) and transport expenses. We would point out that TP does not cover vandalism to the rental vehicle. Vandalism is covered with CDW/SCDW.

3.3 SCDW – Super Collision Damage Waiver

SCDW can only be taken out if CDW is selected. Depending on the type of vehicle, SCDW limits the hirer's financial liability for damage to the vehicle down to the excess that is specified in the lease agreement.

If TP is taken out in addition to CDW, damage caused by break-in/theft of the rental vehicle or parts thereof will be covered when SCDW has been taken out.

4 Plus Insurance - Personal Accident Insurance (PAI)

If the hirer has taken out Plus Insurance, following conditions are covered:

4.2.1 Assistance

Incorrect filling – maximum coverage NOK 5000. Covers rescue and transport to the nearest garage and the cost of emptying the tank and refilling fuel. Excess NOK 500.

Accidents and driving off the road – maximum coverage NOK 5000. Covers assistance/rescue for accidents and driving off the road. Excess NOK 500.

Empty battery and empty tank – maximum coverage NOK 2000. Covers rescue and transport to the nearest petrol station for empty tank and assistance/rescue for empty battery. Excess NOK 500.

Keys locked inside vehicle or lost – maximum coverage NOK 2000. Covers expenses for a new equivalent hire vehicle under the existing hire agreement, including extra expenses for any necessary transport to a new hire location. The hirer is responsible for costs incurred in providing a new key. Excess NOK 500.

Puncture – maximum coverage NOK 3000. Covers rescue and assistance for a puncture, and any costs for a new tyre or wheel. Excess NOK 500.

Glass – maximum coverage NOK 6000. Covers glass damage as a result of stone shot or break-in/vandalism. Excess NOK 500. For repair the excess is NOK 0,-.

The insurance does not include:

The insurance company does not cover these costs:

- repair in a garage
- spare parts (must be specified)
- costs which can be reimbursed under a guarantee scheme, membership of an organisation, etc.

Expenses which are not covered

Gjensidige Insurance does not pay for expenses which can be refunded or reimbursed from other sources, e.g. tour operator, automobile association, hotel, etc. Expenses incurred as a result of delay due to traffic jams are not covered.

5. General Liability Limiting Provisions of the Policy

5.1 Liability limitation when the driver is intoxicated.

The Company does not cover damage caused by the insured or by any person responsible for the vehicle with the consent of the insured, while driving under self-inflicted influence of alcohol or other intoxicating or sedative substance, cf. the Road Traffic Act (Vegtrafikkloven) § 22, Para. 1. This also applies in an insurance case caused by another party driving the vehicle under such influence, if the insured or the person responsible for the vehicle with the consent of the insured was instrumental in permitting the use of the vehicle even though he or she knew or had to be aware that the driver was intoxicated, cf. the Insurance Contracts Act (Forsikringsavtaleloven) § 4-9.

5.2 Liability limitation upon breach of safety regulations

The safety regulations are applicable to the insured. In the case of breach of the safety regulations, the right to payment can be waived or reduced, cf. the Insurance Contracts Act (Forsikringsavtaleloven) § 4-8.

Actions and omissions by a person who with the consent of the insured is responsible for the vehicle shall affect the rights of the insured under this policy as if the actions or omissions were carried out by the insured, unless otherwise agreed and stipulated in the insurance certificate.

5.2.1 Safety regulations

a) When leaving a parked vehicle, it shall be closed and locked, and the key shall not remain in or on the vehicle.

b) The driver of the vehicle shall have a valid driving licence for the relevant vehicle category in accordance with the driving licence regulations of the Ministry of Transport and Communications (Samferdsels-departementets førerkortforskrifter) of February 23rd 1979, as amended.

c) The vehicle shall not be used for participation in or training for racing or speed tests.

d) The vehicle shall not be used for off-road racing.

5.3 Duty of Disclosure

Any breach of the duty of disclosure of information which the company may invoke against the policy holder according to the Insurance Contracts Act. (Forsikringsavtaleloven) § 4-2, may also be invoked against others who may be insured under the policy.

Insurer

Gjensidige Forsikring ASA (Organisation No. 995 568 217), P O Box 700, Sentrum, NO-0106 Oslo

Disputes

Should any dispute arise concerning the policy, complaints may be directed to the Complaints Board for Consumers in Banking and Finance Matters (Finansklagenemnda), P O Box 53, NO-0212 Oslo. Tel: +47 23 13 19 60.