

Excess Reduction Insurance – Vehicle hire

Fact Sheet for insurance Product

Companu: Tryg Forsikring NUF
Valid from 01.12.2022

Product: Excess Reduction Insurance – Vehicle hire

This is a brief description of the insurance policy. You can find more details in the pre-purchase and after sales information, and in the full terms and conditions, available at the end of this document.

What type of insurance is this policy?

The policy applies to hire vehicles and the hirer. *You can select different types of cover.* This info sheet describes what the different policies below cover. Excess risk is a policy that reduces or eliminates costs which the vehicle hire company may demand from you in case of damage. You will only be charged one excess per claim. The cover that your specific policy provides will be stated in the rental agreement.



What does the policy include?

(1) Third party liability

- ✓ Property damage and injury to any person
- ✓ Legal expenses

(2) Collision and Theft Insurance (LDW)

- ✓ Your costs *) in the case of damage caused by:
- ✓ Collision and theft/vandalism NOK 10.000-40.000
- ✓ Fire, salvage/assistance NOK 10.000-40.000
- *) Depending on car group

(3) Collision and Theft Insurance (LDW reduced)

- ✓ Your costs *) in the case of damage caused by:
- ✓ Collision and theft/vandalism NOK 5.000-20.000
- ✓ Fire, salvage/assistance NOK 5.000-20.000
- *) Depending on car group

(4) Collision and Theft Insurance (LDW minimum)

- ✓ Your costs *) in the case of damage caused by:
- ✓ Collision and theft/vandalism NOK 0
- ✓ Fire, salvage/assistance NOK 0

(5) Windscreen insurance (GT)

- ✓ Your costs in the case of damage caused by:
- ✓ Replacement or repair of
Exterior windowpanes, roof hatch
and glass roof NOK 0

(6) Tires- and windscreen insurance (TG)

- ✓ Your cost in the case of damage caused by:
- ✓ Replacement or repair of tires or wheel
Rims, exterior windowpanes, roof
hatch and glass roof NOK 0

(7) Interior Insurance (BQ)

- ✓ Your cost in the case of damage caused by:
- ✓ Material damage and soiling inside
the vehicle NOK 0



What does the policy not include?

- ✗ LDW, LDW reduced and LDW minimum does not cover damages to glass, tires and wheel rims and interior
- ✗ Damages caused while the vehicle is in use outside of the geographical region the hire company has approved
- ✗ Damages caused by driving in areas which do not have physical space for a vehicle of that height, with or length.
- ✗ Damages caused while the vehicle is being used by a driver other than the driver approved by the car rental company
- ✗ Damages caused by engine failure resulting from filling with the wrong fuel or an empty tank
- ✗ Theft of vehicle with key

In these cases, you may lose your right to compensation, in whole or partly, and you will have to pay a higher excess or full costs.



Are there any restrictions to what the insurance cover?

- ! Damages caused by wilful intent or gross negligence
- ! Damages caused while driving without a valid driving licence
- ! Driving under the influence of alcohol or drugs
- ! Damages caused while participating in race training
- ! Damages caused to the vehicle during off-roading
- ! Damages to the engine, gears, drive shaft, clutch, chassis and interior only, unless this is caused by a collision, accident or vandalism.

In these cases, you may lose your right to compensation, in whole or partly, and you will have to pay a higher excess or full costs.

Maximum claim is NOK 15.000 on the Interior Insurance.



What does the policy include?

(6) Personal accident insurance (PAI)

Covers any and all persons who are lawfully driving the vehicle.

✓ Medical invalidity	Up to	NOK 200.000
✓ Death		NOK 100.000
✓ Decuctible		NOK 0



Where does the insurance apply?

These policies are valid in the Nordics, and outside the Nordics if the rental company has approved this in writing.



What are my obligations?

Always observe the due diligence required by your insurance policy and the hire company. If you have failed to observe due diligence, you may receive reduced or no compensation at all if anything should happen, depending on how your actions have impacted the damages. Here are a few due diligence requirements:

- Always lock the car when you leave it unattended; Keep the keys in a secure location and not in the vicinity of the car;
- The driver may not cause damage through willful intent or gross negligence;
- The driver must have a valid driving licence and may not be under the influence of alcohol or drugs in such a way that is punishable by law.



When and how should I pay?

You must pay the full costs for your insurance before it can take effect. You pay these costs to the company you hire the vehicle from.



When does the insurance start and end?

The insurance is valid for the length of your vehicle's hire period. Your contract states the start and end date of your insurance protection.



How can I terminate the agreement?

You can terminate your insurance with the hire company before the hire period starts. If you have started your vehicle hire, you cannot terminate your insurance.

Who is insured and when the insurance applies

The insurance applies during the rental period which is stated on the rental contract.

The insurance applies for:

The tenant appearing on rental contract.
 Additional driver(s) appearing on the rental contract.
 Driver and passenger accident insurance (PAI) applies in addition to all passengers in the car.

Where the insurance applies

- a) In the Nordics
- b) Outside the Nordics if the rental company has approved this in writing.

What is insured

The insurance applies to the cover that is stated in the rental contract.

About the insurance-agreement

The Insurer is Tryg Forsikring
 (organisation number. 989 563 521).

Claims for compensation must be reported to Tryg Forsikring without undue delay. The right to compensation lapses if a claim is not reported to the insurer within a year after the insured gained knowledge of the conditions that justify such a claim jf. Forsikringsavtaleloven (FAL) § 8-5. (The Norwegian Insurance Contracts Act)

All claims reported will be registered in the Central insurance companies register (FOSS). When a claim is reported, the insurance company automatically has an overview of all prior claims reported from the claimant. The Policy holder has the right of access to the register jf. Personopplysnings- loven (POL) §18. (Norwegian Data Protection Act)

In case of dispute about the insurance contract or settlement you can ask for a new review with:

Tryg Forsikring
 Intern Klageordning
 Postboks 365
 1326 Lysaker

Or demand a neutral adjudication according to FAL § 20-1 at:
 Finansklagenemnda
 Postboks 53, Skøyen
 0212 Oslo

If there is a discrepancy between the English and Norwegian terms and conditions related to this agreement the Norwegian terms and conditions will have precedence.

Vehicle terms CDW01 of 04.01.2023

1. Deductible insurance (LDW)

Deductible insurance (hereinafter referred to as CDW) is an insurance which gives a reduced deductible by:

- a) Comprehensive damage

Three types of insurance can be purchased:

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

Breakage damage to exterior window screen, roof hatch and glass roof, is not covered under the different LDW covers.

If Deductible insurance is purchased it will be stated on the rental contract and for which coverage has been agreed.

1.1 LDW

1.1.1 Deductibles

Deductible	Applies for car types
10 000	ECAE, ECMR, ECAR
12 000	CDAE, CDAR, CDMR, CFAR, CLAR, CWAR, CWMR, ILAR, IFAE, IXNR
15 000	A, FDAR, FFAR, FWAR, SDAR, SFAR, SFMR, SWAR, SFAE, SVAR
20 000	B, K, LV, V, S, W, PFAR, PDAR, PDAE, PWAR, PXBR, LFAR, XFAH, XFAR, SVAX,FVAR,FVMR
25 000	OVMR
30 000	C, XFAX, XSAE
40 000	P

1.2 LDW reduced

1.2.1 Deductible

Deductible	Applies for car types
5 000	ECAE, ECMR, ECAR
6 000	CDAE, CDAR, CDMR, CFAR, CLAR, CWAR, CWMR, ILAR, IFAE, IXNR
7 500	A, FDAR, FFAR, FWAR, SDAR, SFAR, SFMR, SWAR, SFAE, SVAR
10 000	B, K, LV, V, S, W, PFAR, PDAR, PDAE, PWAR, PXBR, LFAR, XFAH, XFAR, SVAX,FVAR,FVMR
12 500	OVMR
15 000	C, XFAX, XSAE
20 000	P

1.3 LDW minimum

- 1.3.1 Deductible
- No deductible.

Cover not applicable for the following car types
A, B, LV, S, V, C, P, K, W

2. Windscreen insurance (GT)

If Windscreen (GT) is purchased it will be stated on the rental agreement and for which coverage has been agreed.

- 2.1.1 Breakage damage to exterior windowpanes, roof hatch and glass roof, provided the window is repaired or replaced.
- 2.1.2 Deductible
- No deductible.

3. Tires- and windscreen insurance (TG)

If Windscreen (TG) is purchased it will be stated on the rental agreement and for which coverage has been agreed.

- 3.1.1 Breakage damage to tires, wheel rims, exterior windowpanes, roof hatch and glass roof, provided the window is repaired or replaced.
- 3.1.2 Deductible
- No deductible.

4. Interior insurance (BQ)

If Interior insurance (BQ) is purchased it will be stated on the rental agreement and for which coverage has been agreed.

- 4.1.1 Material damage and soiling inside the vehicle up to NOK 15.000,-.
- 4.1.2 Deductible
- No deductible.

5. Driver- and passenger accident insurance (PAI)

If Driver- and passenger accident insurance (PAI) is purchased it will be stated on the rental agreement and for which coverage has been agreed:

5.1 Definitions

Accidental injury

- Accidental injury is defined as physical damage to the body caused by a sudden external, physical event/ accident.

Medical disability

- Medical disability means a permanent and significant medical injury that is determined on the basis of, Forskrift om m enerstatning ved yrkesskade, see bullet 4.7.2.

5.2 Who the insurance applies for

- Driver and passenger which is rightfully located in or on the vehicle, or outside the vehicle if the vehicle is the direct cause of the damage.

5.3 The insurance covers

- Medical disability.
- Death.

5.4 The insurance does not cover

- Sickness.
- Physical injury if the injury does not meet the diagnosis criteria in the international classification system ICD-10, bullet F43,1 (PTSD Posttraumatic stress disorder).
- Injuries that are only disfigurement, except injuries to the face.
- Infectious diseases caused by insect bites/ sting or infections.
- Poisoning caused by food, drink or tobacco and other consumables.
- Fainting, sudden drop in blood pressure and stroke.
- Dental injuries except treatment expenses.
- Back disorders and back pain unless the disorder/ pain can be attributed to detectable rupture of the spine and this can be attributed to the accident.
- Suicide or attempted suicide due to mental illness.

If medical condition or medical predisposition has contributed to the injury, the compensation can be reduced in relation to the significance of the condition or predisposition have had for the injury.

5.5 Permanent medical disability

- 5.5.1 Sum of insurance
- Kr 200 000.

By 100% permanent medical disability, full compensation is paid. For partly medical disability a correspondingly lesser share is paid.

5.6 Death

- 5.6.1 Sum of insurance
- Kr 100 000.

- 5.6.2 Deductible
- No deductible.

5.7 Conditions for settlement

5.7.1 Doctor or specialist declaration

- The insurer and the insured has the right to obtain a doctor and specialist statement that is important for determining the compensation (calculation). If the insurer finds it necessary to obtain a doctor statement from a new expert, this shall be justified in writing.
- If the insured person is outside of Norway, the insurer may require the insured to be examined by a doctor in Norway to assess whether the conditions for compensation are present. The doctors fee is paid by the insurer.

5.7.2 Medical disability

- Compensation is payable when the insurance event has occurred, the insurer has received the claim with the necessary documentation and has reasonable time to assess liability and calculate their final liability.
- Compensation is determined based on the lifelong medical degree of disability the accident has caused.
- Medical disability is determined by a doctor/ specialist on the basis of the regulation on compensation for permanent injury for Occupational injury nr. 373 av 21. April 1997, del I, II and III. In cases where the injury/ illness/ medical condition is not covered by the table, the rate will be determined discretely. The degree of medical disability is determined on an objective basis, irrespective of the insured's occupation, impaired ability to work or generate income.
- If the degree of disability can change, final settlement can be postponed for up to 3 years after the date of injury. The settlement is then based on what is assumed to be the lifelong medical disability based on that condition on the 3-year date.
- If the insured had a disability before the accident, a deduction is made for this in the compensation settlement.
- If it's assumed that medical condition, predisposition or permanent injury together with the accident injury has contributed to the insured disability, the compensation is reduced in relation to the significance this has had for the disability.
- When determining the degree of disability, no account shall be taken of occupation, personal disposition or social position.

5.7.3 Death

- Compensation is payable when a death has occurred, the insurer has received the claim with the necessary documentation and has had a reasonable time to assess the liability and calculate its final liability.
- If the accidental injury causes the insured to die within 1 year after the dated injury, compensation for death is payable. Any disability compensation that is payed out for the same claim will be deducted.
- Payment of compensation follows the regulation in FAL chapter 15.

General terms/ terms F110 av 01.04.2022

The general terms and conditions apply to the extent that they are not waived in the special terms or in the insurance document.

1. Insurance contracts Act and applicable law

For the insurance contract the Insurance contracts Act of 16.06.1989, nr. 69, hereby referred to as FAL applies.

Norwegian law applies to the insurance contract as long as this is not in violation of the Act of 27. November 1992 nr. 111 regarding the law applicable to insurance or otherwise agreed.

2. Special limitations in the company's liability for compensation

The company does not respond to loss or damage, increase in loss or damage, which is caused directly or indirectly by or in connection with:

- Earthquakes or volcanic eruptions.
- War or war- like acts, rebellion or similar disorder of public order.
- Atomic damage for whatever reason – from atomic substance, nuclear reactions, ionizing radiation, nuclear fuel, radioactive radiation/ waste, use of rockets or dangerous spread of biological or chemical substances. Radioactive, toxic, explosive or other hazardous property of nuclear charged explosives. The exception does not include the use of radioisotopes as stated in the Nuclear Energy Act of 12. May 1972 nr. 28 § 1 c, and which are legally used in accordance with the law on radiation and the use of radiation of 12. May 2000 nr. 36.
- Act of terrorism.

The company's maximum liability for compensation for damages caused by or in connection with an act of terror is limited to NOK 1 billion per event and NOK 1 billion per calendar year. The limitation applies collectively to all types of insurance and collective for all customers in Tryg Forsikring. The exceptions in pkt. 2. b) and 2. c) above, however apply in full.

A terrorist act is understood to mean an unlawful, harmful act aimed at the public, including an act of violence – and appearing to be executed for the purpose of exerting influence on political, religious or other ideological organs or to evoke fear. The company does not respond to loss or damage resulting from the dangerous spread of biological or substances or the use of rockets.

By incident is meant all damages that affect the company, parent company, subsidiary or branches policyholders in the Nordic countries within a period of 48 hours.

If the limit on the company's maximum liability is exceeded, the individual insured's compensation sum will be reduced proportionately. Personal injuries resulting from a terrorist act which is also covered by one of the conditions that are specifically excluded in point 2.b and/ or 2.c is not covered in any case.

3. Interest on compensation

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

4. Consequences of fraud

Whoever is guilty of fraud against the insurance company loses any right in the insurance agreement and in other insurance agreements with the company on the occasion of the same event and the company can terminate any other insurances., jf. FAL, §§ 4-2, 4-3, 8-1 or §§ 13-2, 13-3, 18-1.

5. Notification of loss

Claims must be reported to the Insurer without undue delay in accordance with FAL § 4-10. The claim form must contain the insured's national identity number. Traffic accidents with injuries, other accidents involving injuries, as well as fire, theft and vandalism losses must be reported to the police as soon as possible.

6. Notification duty and limitation of claims

The insured loses the right to compensation if the claim is not reported to the company within one year after the insured knowledge of the circumstances that justify the claim, see FAL § 8-5, 1. subsection. Other deadlines or statutes of limitations, see FAL § 18-6.

If the company rejects the claim in whole or in part, the insured loses the right to compensation if no case is brought to court of law or other Appeals committees within six months after the insured has received written notification of the rejection. See FAL §§ 8-5, 18-5 and 20-1.

7. Legitimate interest

The insurance agreement covers only legal interest that can be valued in money (NOK).

8. Profitable gain

The insurance should not lead to profitable gain but should only replace the loss that actually has occurred within in the scope of the insurance agreement. The sum insured is not proof of the value of the object or interest.

9. Place of jurisdiction

Disputes under the insurance agreement are settled by a Norwegian court, unless it is contrary to mandatory rules in current legislation or another agreement is made.

10. Currency

Premium amounts, insurance sums, compensation amounts, etc. that originate from the insurance agreement are stated in Norwegian crowns (NOK), unless otherwise stated in the terms or insurance certificate. The insurance begins and ends at 00.00. hours.

11. Non – life insurance Guarantee Scheme

The company is a member of the Norwegian Non-life insurance Guarantee Scheme. The Non-life insurance Guarantee Scheme shall not cover more than 90 percent of each individual claim. Claims related to home and compulsory liability insurance shall however be covered with 100%. The Non-life insurance Guarantee Scheme shall not cover insurance claims more than NOK 20 million for each claim and each insured in each injury case.

The coverage under the scheme has limitations in scope and does not cover all types of insurance, including life insurances.

For more information related to the Non-life insurance Guarantee Scheme see Norwegian legislation concerning financial institutions from 09.12.2016 (FOR-2016-12-09-1502).

12. Information related to handling of Personal Data

Tryg Forsikring is the Data Controller for processing your personal information which may also include information about your health and any union membership. We process your personal information in order to administer and carry out the insurance policy, for example to calculate premiums, pay out compensation if you are exposed to an accident or injury, and perform analysis and calculations of statistical material. For more information read Tryg's «Information about handling of Personal data» on our website <https://www.tryg.no/sikkerhet-og-personvern/personvern.html>. You can call our toll-free customer service at (+47) 915 04040 if you do not have access to information on the Internet.

13. Non- customs declared objects

The insurance do not cover items that are purchased or received as a gift outside of Norway and that has not been declared upon importation in accordance with applicable regulations. See Tolloven/Merverdiavgiftsloven with regulations.

14. Areas subject to sanctions

Any liability- and other obligations to the insured or other licensees under the insurance – lapses if fulfilment of the obligations may result in a breach of sanctions, prohibition or restrictions adopted by United Nations (UN), European Union (EU), United Kingdom or United States of America.