

# Insurance Terms and Conditions (insurance policy)

# 1. Where and when does the insurance policy apply

- 1.1. The insurance policy applies in Iceland during the time of rental.
- 1.2. If the journey and time of rental is extended due to unforeseen and pressing reasons which are beyond the control of the insured renter (also called the "insured", "renter" or "driver"), the insurance policy will be in force for one (1) extra day.

#### 2. Insurance coverage

- 2.1. The insurance policy includes the coverage stated in the specification in the rental agreement.
- 2.2. The insurance policy includes third party liability for injury to persons and damage to property caused by the vehicle (*i. Ábyrgðartrygging*). Accident insurance for the driver is also included (*i. Slysatrygging*). These insurances are mandatory according to Icelandic laws and regulations.

# 2.3. Voluntary coverage

#### 2.3.1. Collision insurance (Collision Damage Waiver) CDW

CDW reduces the renter's costs in the case of damage to the vehicle to the mandatory excess amount stated in the rental agreement, unless the damage is the result of theft, burglary or instances listed in articles 3.2.1 - 3.2.15 in this policy. When CDW is not taken, the renter is fully responsible for any damage. Liability can amount up to the full value of the vehicle.

#### 2.3.2. Super CDW

Super CDW can be taken, as an addition to CDW, at the place of rental. This policy further reduces the mandatory amount of excess payment as stated in the rental agreement, unless the damage is the result of theft, burglary or instances listed in articles 3.2.1 - 3.2.15. When Super CDW is not taken, the renter is fully responsible for any damage. Liability can amount up to the full value of the vehicle.

# 2.3.3. Theft Protection (TP)

TP is contained in CDW/SCDW at no additional fee. It reduces the renter's costs resulting from theft or burglary of the vehicle to a mandatory excess amount payment stated in the rental agreement. The insurance does not cover the personal property of the renter or passenger(s) in the rental vehicle resulting from theft or burglary. When TP is not taken, liability can amount up to the full value of the vehicle resulting from theft. The customer, him- or herself, is responsible for reporting theft and burglary to the police.

#### 2.3.4. Wind and Gravel Protection (WGP)

WGP covers damage to the vehicle resulting from external objects such as ash particles, sand, small rocks or debris being blown into the vehicle in high winds. The policy covers damage to paint, glass, lights, plastic parts, tyres and rims. WGP reduces the renter's cost to a mandatory excess amount payment stated in the rental agreement.

# 2.3.5. Extended roadside assistance insurance (RSN)

RSN covers the renter's expenses for the call-out charge or towing if the vehicle experiences a battery failure, if the rented vehicle's keys are locked inside the vehicle or if the keys are lost or if the vehicle runs out of fuel. Any working hours, spare parts, spare keys or petrol are not covered by RSN.

# 2.4. General limitation of liability for the policy

The insurance company is not liable for an insurance event which the insured has caused while driving the vehicle in a self-induced state of intoxication by alcohol or other intoxicating or anaesthetising substances. The same applies to an insurance event that is caused by another person while driving in such condition, if the insured has assisted in the use of the vehicle even though he or she knew or should have understood that the driver was under the influence of alcohol or other intoxicating or anaesthetising substances.



#### 3. Limitation of liability in the case of violation of safety regulations or obligations of the insured

- 3.1. Obligations of the insured
  - 3.1.1. The driver of the vehicle shall hold a valid driver's licence for the type of vehicle in question.
  - 3.1.2. The doors and boot of the vehicle shall be locked when the driver leaves the vehicle. All keys to the vehicle shall be stored in such a manner that unauthorised persons do not gain access to the vehicle.
  - 3.1.3. Goods that are within the vehicle shall be appropriately secured so that they do not cause damage.
  - 3.1.4. The vehicle shall not be used for participation in or training for speed racing or speed tests.
  - 3.1.5. In case of damages not covered by Collision damage waiver (CDW/SCDW) insurance, the insured renter is responsible for all costs because of such damages according to the rental company's price list or cost estimate. These costs can amount to the full value of the vehicle plus any costs that may incur for administration, transport, auctioning, etc.
  - 3.1.6. The renter and / or driver of the vehicle is required to file a statement deemed adequate and to sign the damage receipt for the insurance policy to take effect. Should the renter and / or driver refuse to sign or fail to provide the required statement, the collision damage waiver may be void and the renter may be required to pay for damage to the rented vehicle upwards of the full market value of the vehicle.

# 3.2. Collision damage waiver (CDW or SCDW) insurance does not cover:

- 3.2.1. Damage owing to war, revolution, civil unrest or rioting.
- 3.2.2. Damage inflicted by animals.
- 3.2.3. Damage to seats, carpets, mats or other parts of the interior.
- 3.2.4. Damage affecting only wheels, tires, suspension, roof, batteries, glass (except for windscreens when additional insurance is purchased), radio receivers, charging cables, charging ports or adapters.
- 3.2.5. Damage to the vehicle's parts, other than body panels, when the vehicle bottoms out while driving on rough or uneven road surfaces, including but not limited to causes like; ridges left by road graders, stones lodged in the road surface or at the edge of the roadway, speedbumps or potholes. The same applies to damage resulting from loose rocks hitting the vehicle or the bottom of the vehicle whilst being driven.
- 3.2.6. Damage affecting only batteries and/or electric motors of electric and hybrid vehicles including but not limited to causes like; incorrect charging, collision, bottoming out, driving on rough roads.
- 3.2.7. Damage resulting from driving in places where the vehicle is not permitted to be driven, such as tracks, rough trails, in snowdrifts, on ice, across un-bridged rivers or streams, on beaches, on causeways accessible only at low tide or in other off-road areas.
- 3.2.8. Damage caused by wind or damage caused by sand, gravel, ash, pumice, or other earth material being blown onto the vehicle. This also applies to overextension of doors, caused by strong winds. Additional insurance, lowering the excess amount for such damages is offered by the rental company for an additional fee.
- 3.2.9. Any damage occurring while driving in water, rivers, streams etc. or any damage caused by water flooding the engine or other components of the vehicle.
- 3.2.10. Damage caused by sea spray/seawater if the vehicle is transported by sea.
- 3.2.11. Loss of parts of the vehicle which fall off while driving.
- 3.2.12. Damage resulting from gross negligence entails that the right to compensation lapses.
- 3.2.13. Damage to engine or other mechanical parts due to lack of or incorrect use of; lubricants, oil, coolant or fuel.
- 3.2.14. If the rental company needs to collect the vehicle, or have it collected, owing to a collision or an accident, the renter shall bear all costs thereof according to the tariff of the rental company at each time.
- 3.2.15. In other respects, reference is made to the general terms and conditions for CDW insurance.

# 4. Insurer

- 4.1. The insurer is Tryg Forsikring Enterprise number 989 563 521. Adress: Folke Bernadottes vei 50, Postboks 7070, 5020 Bergen, Norway.
- 4.2. ALP hf. only acts as an insurance intermediate.

# 5. Disputes

If you are of the opinion that the insurance company has made a mistake in cases concerning this insurance policy or in settlement of claims, you can lodge a complaint with:

The Norwegian Financial Services Complaints Board PO Box 53 Skøyen, 0212 Oslo, Norway post@finkn.no