

**Introduction**

This document describes all details of car insurance as included in the car rental agreement and its terms and conditions.

**Background**

It is important to be aware and understand that there are significant differences in car insurance and responsibility for damages compared to Western countries. For instance, in many Southern African countries like Namibia and Botswana, there is no legal obligation to have car insurance. As a result, the majority of cars in these countries are not insured, and the owners or car users are personally responsible for any damages and compensation in the event of an accident or damage.

**Insurance**

All rental cars have standard a third-party, theft and fire insurance.

**Excess levels**

The client/renter is responsible for selecting the desired excess level. The standard excess amount for all vehicle groups is N\$40,000.

Please note that the client is always liable for damages to the rented vehicle up to the chosen level of excess. This also applies in case the damages or accident are caused by a third party.

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**Reduction of the Excess:** If the client prefers to rent a vehicle with a lower excess level than the standard excess (N\$40,000), an additional daily fee will be charged.

The reduction possibilities are as follows:

Reduced Excess 1: N\$20,000 for a daily fee of €8.

Reduced Excess 2: N\$5,000 for a daily fee of €15.

Reducing the level of excess reduces costs in the event of an accident involving a third party (negligence excluded). It covers the damage to the rented vehicle (above the chosen excess level) as well as third-party damages.

**Important: Reduced Excess 1 and 2 do not cover damages to tires, windows, damages due to sandstorms, damages to the undercarriage of the vehicle, and Single-Vehicle-Accidents. The renter is fully liable for the costs of such damages, even if they exceed the chosen excess amount.**

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**Super Cover – zero excess and additional cover** for a daily fee of €25

- Damage to windows
- One (1) damaged tyre
- Single vehicle accidents (negligence e.g. speeding, under influence of alcohol, drugs etc. are excluded)
- Undercarriage damages (excluding Kaokoveld and Damaraland Area, see T&Cs point 12)

Important: Super Cover cannot be compared with the European “Vollkasko” or “All Risk” insurance, where all damages are covered independent of the cause or the guilt.

**Single-Vehicle-Accidents**

Losing control of the car and rolling it, bumping into a tree while reversing, and accidents that don't involve a third party (known as single vehicle accidents) are only covered by the Super Cover if the driver was not negligent. Standard Excess and Reduced Excess 1 and 2 do not provide coverage for single vehicle accidents. In such cases, the renter is fully responsible for all costs of the damages, even if they exceed the chosen excess amount. This includes also situations where the driver attempts to avoid hitting an animal crossing the road.

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**Traffic accident**

Is an accident with the vehicle where another vehicle is involved, or where a pedestrian is involved, or where an animal is involved.

**Coverage by the insurance company**

In above-mentioned policies the damages are covered in case:

- it concerns a traffic accident in line with the definition of the insurance (see traffic accident explanation above);
- there is no situation or evidence of negligence;
- it is not a situation mentioned in the exclusions.

**Negligence**

Is an instance or a situation where the driver and/or the passengers do not adhere to the law, the terms & conditions of the rental agreement, or general road traffic regulations. Examples of negligence, where the insurance does not cover the damages are:

- in case of driving under the influence of drugs and/or alcohol;
- in case of speeding; (see ACH Speed Limits)

- in case of crossing a red traffic light;
- in case of driving through water;
- in case of wrong use of clutch, gears and engine of the car;
- (burning) damage caused by cigarettes, matches and / or lighters;
- driving through Sandstorms

**Exclusions**

Damages which are not covered by any insurance:

- damage caused by walking or standing on the roof or bonnet;
- damage caused by driving through water;
- damage of personal belongings;
- personal injuries
- tow-in costs, repairs/damages and changeover of vehicles related to driving in areas mentioned in 12. of the conditions

**Towing cost**

Towing costs for a technical breakdown are covered by the rental company, except if the breakdown occurs in a 24-hour back-up excluded area. However, in the event of an accident, the towing costs are always the responsibility of the client, regardless of which party is at fault.

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**Speed Limit**

Speed limits: within city limits and in National Parks - 60 km/hour, on gravel roads - 80 km/hour, and on highways - 120 km/hour.

**Please note that ACH speed regulations override road signs indicating 100 km/hr on gravel roads.** When the vehicle reaches speeds of 85 km/h or 125 km/h, a "beep" tone will sound, indicating that the driver is exceeding the maximum speed allowed on gravel roads or highways, respectively. It is important to be aware that all our vehicles are equipped with a GPS Tracking Black Box.

**IMPORTANT: If you exceed this speed limit all insurances and Reduced Excesses lapse and become invalid.**

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**Theft**

Theft of the vehicle is covered in case the client behaved responsible, the vehicle was locked and in case the client can deliver the original car keys (except in case of car jacking).

**Tyre damages**

Tyre damages are not covered, except for one tyre in the Super Cover option. In case of a puncture or a damaged tyre, the renter has three options to choose from:

1. The first option is to continue the trip with only one spare tyre.
2. For their own safety, the renter can have the damaged tyre repaired at their own expense.
3. Alternatively, the renter can opt to purchase a new tyre.

If the renter decides to purchase a new tyre, it must be an Off-Road tyre with the same size as the tyres already fitted on the vehicle. The renter will be eligible for a refund for the additional mm's of tread depth purchased, up to a maximum amount of N\$ 3000.00.

The renter will be charged for every damaged tyre. Repaired tyres are treated as damaged and must be replaced and paid by the client. The charge will only be based on the remaining mm's of tread depth and not for an entirely new tyre.

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**Sandstorm**

In case of a sandstorm, stop the car immediately and try to look for temporary shelter. If this is not possible, then stop next to the road and face the rear of the vehicle towards the sandstorm. Damages caused by a sandstorm are not covered. Sandstorms do mostly occur at the coast and in case of an eastern wind.

**Police report is compulsory**

It is demanded to have a full police report in case of damage or theft. Please take pictures of the accident scene and of the damages and get the personal data from the other party.

**'Claim handling' fee**

The administrative cost related to a damage (called 'claim handling') is for the account of the client.

Herewith I declare that I have read, understand, and do accept the above-mentioned explanation.

Name renter: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_