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## **Insurance and Rental Terms and conditions explanation**

### **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 compared to Western countries regarding car insurances and responsibility in case of damages. For example, in most of the Southern African countries such as Namibia and Botswana, it is not obliged to have any car insurance. In practice this means, that the majority of the cars do not have any insurance at all and that the owners and/or car users are personally responsible for any damages and compensation in case of an accident or damages.

### **Standard excess**

All rental cars have a standard third party insurance (without excess) and are insured in case of traffic accidents for approximately 90% of the replacement value of the vehicle. The client/renter is responsible for the excess level of the remaining 10% during the agreed rental period. The exact excess level is different per vehicle class.

The chosen excess level will be blocked (authorization only) on the credit card (VISA or MasterCard) of the contract holder, which is required before hand over of the vehicle. Please note that the excess amount will be blocked only (authorization only) and not deducted from your credit card. This authorization is automatically cancelled when the car is returned and there are no damages reported.

Besides the general exclusions, terms & conditions, with this type of insurance, glass and tyre damages and are not covered and will be the responsibility of the client.

Windscreen and Tyre insurance can be added for an additional N\$ 250.00 per day.

Please note that the client is always liable for the damages of the rented vehicle up to the chosen level of excess, independent of who caused the accident or who is guilty, meaning this also applicable in case the damages or accident is caused by a third party.

### **Super cover**

Additionally included in the Reduced Excess are:

- Damage to windows
- One (1) damaged tire – please note ! Not the Steel Rim – only the rubber tire.
- Single vehicle accidents (negligence e.g. speeding, under influence of alcohol are excluded)

The Super Cover is only bookable as from 10 rental days and more.

Important: Super Cover cannot be compared with the European “Full Casco” or “All Risk” insurance, where all damages are covered independent of the cause or the guilt. For example – Driver negligent like Speeding drunk driving etc is excluded.

### **Single vehicle accidents**

Losing the control over the car and rolling the car, bumping a tree while reversing the car, accidents without involvement of a third party are single vehicle accidents.

### **Insurance company coverage**

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

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

### **Traffic accident**

The used definition of a 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.

IMPORTANT: an accident without involvement of other parties (single vehicle accidents), like e.g. rolling the car is not covered with Reduced Excess 1 and 2 (only with Reduced Excess 3). Also not when you tried to avoid hitting an animal crossing the road.

### **Negligence**

This is the situation when the driver and/or the passengers are not behaving according to the law, the terms & conditions of the rental agreement or general regulations. Examples of negligence, where the insurance does not cover the damages are:

- in case of drunk driving;
- in case of speeding;
- in case of crossing a red traffic light;
- in case of driving through water (rivers, swamp, sea), where the water level reaches higher than the axel of the car;
- Night driving

- In case of wrong use of clutch, gears and engine of the car.

### **Exclusions**

Damages which are not covered by insurance option:

- (burning) damage caused by cigarettes, matches and / or lighters;
- damage caused by walking or standing on the roof or bonnet;
- damage caused by rolling the car, without the involvement of another party
- damaged glass and windows ( Only covered if the additional Tire and Windscreen cover ;
- damaged tyres (punctures, leaking, and/or extraordinary use) (included in Reduced Excess 3);

Any damage to the vehicle due to driving in the bushes are also excluded from the insurance and the driver will be personally responsible for any costs.

- damage caused by driving through water;
- damage cause by sandstorms;
- Damage of personal belongings.

Also Excluded are any Border crossings. Vehicle is not allowed to cross any borders neighboring Namibia without prior arranging with Any travel and tours accompanied by a Cross Border permit

( N\$ 500.00 ) Note: This can be prior arranged by the Car Rental company should need arise.

### **Speed limit**

Town: 60 km/hour, Gravel Roads: 80 km/hour and Highways: 110 km/hour.

Please be informed that all our vehicles are equipped with a GPS Tracking Box. IMPORTANT: If you exceed this speed limit all insurances and Reduced Excesses lapse and become invalid.

Note that we do receive speeding reports from the vehicle tracking system. These will be always monitored.

Should speeding take place on a regular basis, you might be charged penalties of up to N\$ 1500.00 per incident.

### **Night driving**

Important!! No driving after sunset or prior to sun rise will be allowed! No insurance option cover night time driving!

Winter months (June to September) No driving between 18h00 and 07h00

Summer months (October to July) No driving between 19h00 and 06h00

### **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 carjacking).

### **Tyre damage**

The minimum profile of the tyres is 6 mm (3 mm for spare tyres).

Tyre damage is not covered ( Only included if specified on Invoice ) . In case of a puncture or a damaged tyre, the renter can try to have it fixed or can choose to purchase a new tyre. This however to be communicated to our office immediately, as we have pre-approved Tyre vendors. We will then advise on further procedures to be followed. When returning the car the renter will be charged for the damaged tyre as the damaged tyre has to be replaced by a new one. Repaired tyres are not accepted. The renter will only be charged for the existing mm's of profile and not by definition for a whole new tyre. In case the renter purchased a new tyre, he will be refunded for the extra mm of profile.

### **Sand blast – Sandstorms**

In case of a sandstorm, stop the car immediately and try to look for temporary shelter. If this is not possible, then continue driving with a very low speed. Damages caused by a sandstorm are not covered by the insurance options and will be for the client's account. Sandstorms do mostly occur at the coast and in case of an eastern wind. This can cause expensive damaged to the vehicle including the glass surfaces, paint and vehicle lights

### **Cross Boarder (Outside Namibia )**

All Rentals crossing Namibia borders need to be pre-arranged / approved with Any Travel and Tours Management. Cross boarder letter needs to arrange with Certified copy of the car registration docs.

Any damage to vehicles crossing any boarder will be for the client's account. This includes vehicle damage due to water / off road driving damaging / scratching the vehicle. All mechanical damage or tow in costs will be for the clients account as the insurance or vehicle guarantee from supplier does not cover any cross-border damage.

Areas Excluded under the Insurance and all costs for the Renter Are:

Namibia: Kaokoland and Bushmanland, Off Road Botswana: Complete, Zambia: Complete, Zimbabwe: Complete,

Mozambique: Complete, Malawi: Complete, Lesotho: Complete, Swaziland: Complete.

Dune Driving (Naukluft NP, Namib Desert, Lüderitz-Walvis Bay, Skeleton Coast): Strictly not allowed.

No backup at all will be provided. The renter is liable for all costs resulting from damages, tow-ins, breakdowns, transfers, and repairs.

Botswana National Parks and surrounding areas (e.g. Chobe NP, Moremi NP, Central Kalahari NP, Kgaligadi NP, Nxai Pan NP, Madgadikdagi NP, Khutse GR, etc): Enter on complete own responsibility.

Back up can be provided through third parties only. The Renter is liable for all costs resulting from damages, tow-ins, breakdowns, transfers, and repairs (repair cost in case of a mechanical breakdown will be covered)

### **CANCELLATION AND REPOSSESSION OF THE VEHICLE**

If The Renter has furnished any incorrect information in this agreement and/or commits a breach of any of these terms or conditions and/or permits

Any person to drive the vehicle who is not listed as a listed driver on the rental agreement, and/or commits an act of insolvency and/or fails to satisfy any judgement within 7 days of being granted, then Any Travel and Tours may forthwith cancel this agreement and immediately retake possession of the vehicle without prejudice to its rights to claim the full rental charges and/or damages for breach of contract.

The Renter agrees to pay Any Travel and Tours any and all costs and expenses arising from any breach by The Renter of this agreement, including any legal costs on a scale as between attorney and own client.

Any Travel and Tours reserves the right to take possession of the vehicle at any time for any reason, whatsoever.

### **Bookings Cancelled**

Cancellation of any bookings 5 days in advance of confirmed date will results in 70% payment of the said proposal / quote.

Should the renter started the rental period and return the vehicle prior to the said date Any Travel and Tours will only refund 20% of the rental amount for the remaining time.

### **Police report**

Police report is compulsory! It is demanded to have a full police report in case of damage or theft. When you are able to take pictures this is advisable at all times.

### **Towing cost**

Towing cost in case of a technical breakdown are covered by the rental company in Namibia. The towing cost in case of an accident and not covered damages are always for account of the client and not covered by the insurance. Our vehicles may not be towed under any circumstances. When a breakdown occurs, our office is to be contacted immediately as we will then advise on further procedures. + 264 8112203565 is the local emergency number.

### **Renter Abuse**

Renter abuse is not covered by insurance. If the vehicle is damage due to off road driving and scratched by bushes or trees the driver will be held available to cover for vehicle repairs.

### **Vehicle Return**

Vehicle needs to return latest at 13H00 on last day of rental. Alternatively, it will result in one day extra rental.

**Bullet Points:**

Speed limit on Gravel 80 km per hour

Speed limit on Tar 110 km per hour

No Nighttime driving

No Smoking

No Off road / Dune driving

Vehicle tracked – Client to be informed if needed

Last day – Full up the vehicle with diesel at the Airport

**Claim handling fee**

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

I, ..... And

.....

(name) understand the above. Signed

at...Windhoek ..on the .....day of .....(month) of

2023 (Year)

Driver Signature

X .....

X .....

Renter signature

Local Cell Number : .....

Foreign Cell number: .....

Welcome in Namibia : Enjoy your Travel

Emergency Number +264 811220356 Botie