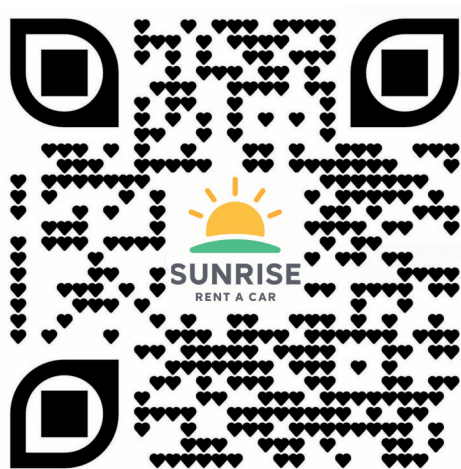


SUNRISE

日の出 レンタカー RENT A CAR

Insurance Policy Annex (保険に関する附属書) Common Cases, FAQs, and Important Clauses



website

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Note:

This table of contents is for quick reference only.

Full details and examples are explained in the corresponding sections below.



1. Common Cases

1.1 Damage Caused by an Unknown Third Party (“Hit and Run”)

If a customer parks the car in a safe location and later finds a dent or scratch caused by another vehicle that fled, the correct procedure is:

1. **Call the police immediately** and obtain the official accident report (“事故証明書 – Jiko Shoumeisho”);
2. **Notify the rental company**, sending photos, videos, and the police report number.

Even if the responsible driver **is not identified**, the customer who **reports the incident properly** will only pay up to the **CDW deductible limit** according to their plan.

Example: Repair cost ¥100,000 → Deductible ¥50,000 → Customer pays ¥50,000.

If the customer **fails to contact the police or does not report to the rental company**, the CDW will be **void**, and the customer must pay the **full repair cost**.

If the culprit is later identified

If the police find the responsible party later, the compensation process can take **months or over a year**.

Once reimbursement is received, **the rental company will refund the appropriate amount to the customer**.

1.2 Accidents with Structural Risk (Vehicle Must Not Continue Driving)

If the vehicle suffers damage that could compromise safety, it must not continue driving, even if it still operates normally.

Example:

The front bumper and fender cover are damaged and begin to drag or scrape on the ground or wheel.

Though the car can still move, these parts could detach at high speed, causing a serious multi-vehicle accident with potential fatalities.

Even small bolts or fragments could enter the wheel area, causing **tire explosion, rollover, or chain collisions**.

➡ Correct Procedure:

- Stop the vehicle immediately.
- Contact the rental company and send photos/videos of the damage.
- Wait for instructions; if necessary, a tow truck will be dispatched.

✗ Prohibited:

Continuing to drive without approval.

If the customer drives further on their own, the CDW becomes void, and the customer will be fully responsible for all additional damage, administrative fines, and subsequent costs.

1. Common Cases

1.3 Dangerous Maneuver – Without Collision but With Consequence

Even without direct contact, CDW becomes invalid if a driver causes an accident due to reckless or dangerous maneuvering.

Example:

The customer suddenly swerves; a motorcycle behind tries to avoid collision, loses control, and crashes.

Even though there was no contact, the law considers it “an accident caused by dangerous driving” (危険運転).

In such cases:

- CDW does not apply;
- The driver may be civilly and criminally liable;
- The rental company may impose administrative penalties according to the contract.

1.4 Pedestrians and Cyclists at Crosswalks

Even when the traffic light is green for the car, never rely solely on the signal.

Always check:

- Other vehicles (some may run red lights);
- Pedestrians and cyclists, who often cross while distracted or running, even on red for them.

Even if the pedestrian or cyclist is at fault, the main responsibility often falls on the car driver, as Japanese law assumes larger vehicles must anticipate and prevent risks.

➡ Recommendations:

- Reduce speed at intersections and residential areas;
- Perform double checks before moving;
- Keep your foot ready to brake;
- Proceed only when 100% safe.

1.5 Intoxicated Persons Sleeping or Lying on the Street

In nightlife areas, it is common to find intoxicated people lying or sleeping on streets or sidewalks, especially late at night.

Japanese streets are often poorly illuminated, making such individuals hard to notice.

⚠ In Okinawa, between 1 and 3 people per year die in such situations.

Even if the intoxicated person is at fault, the main responsibility lies with the driver, who must operate cautiously and at a safe speed.

➡ Before moving your parked car:

- Inspect around the vehicle;
- Check behind and under the wheels;
- Never start or move the car without ensuring the area is clear.

If a person is run over, CDW will not cover the incident, and the driver bears full civil and criminal liability.



2. Frequently Asked Questions (FAQ)

“The motorcycle came out of nowhere! It was the rider’s fault!”

Even if the rider seems wrong, Japanese law assigns greater responsibility to the larger vehicle.

Drivers must anticipate risks, especially from small, agile motorcycles that may appear from blind spots.

Tip:

Always check twice before turning or changing lanes.

Avoid leaving side gaps where motorcycles can squeeze through.

“If a pedestrian ran across on red, am I still at fault?”

Yes — partially.

Japanese law expects drivers to “anticipate the unexpected.”

Even if the pedestrian is clearly at fault, the car is considered the most dangerous element, and the driver must drive in a way that avoids accidents whenever possible.

“What if the motorcyclist, cyclist, or pedestrian gets hurt without touching my car?”

Responsibility may still apply if reckless or careless behavior caused the incident. CDW does not cover accidents resulting from dangerous or negligent driving.

“Why is Japanese insurance so strict with drivers?”

Because the Japanese road safety principle “安全第一 (Anzen Daiichi)” means

“Safety First.”

Even when others are at fault, drivers have a legal and moral obligation to prevent accidents whenever possible.



3. Additional Important Clauses

3.1 Use and Preservation of Onboard Cameras (Dashcam)

- All vehicles are equipped with recording cameras.
- Do not remove SD cards or delete recordings.
- Footage is mandatory for insurance claims.
- Tampering, deletion, or damage voids CDW coverage and makes the renter fully liable.

3.2 Damages Not Covered by CDW (Common Exclusions)

- Damage to the underside of the vehicle (底部損傷);
- Damage to the roof caused by low structures or trees;
- Incorrect fuel type;
- Damage from water, flooding, sand, or salt;
- Electrical or mechanical damage caused by misuse.

3.3 Mechanical Failure or Breakdown

- In case of breakdown, do not attempt to repair the vehicle yourself;
- Contact the rental company immediately;
- Using unauthorized repair shops voids insurance and CDW.

3.4 Prohibition of Leaving the Accident Scene

- Never leave the accident site before the police arrive;
- Even small scratches must be reported;
- Leaving the scene is considered “hit and run” (当て逃げ) and is a criminal offense in Japan;
- CDW becomes automatically invalid in such cases.

3.5 Driving in Flooded Areas, Beaches, or Boat Ramps

- Driving through flooded roads, beaches, or ramps with water above wheel height is strictly prohibited;
- Damage from water, mud, or salt is not covered by CDW.

3.6 Severe Weather Conditions (Rain, Wind, Typhoon)

- Do not drive during official typhoon or storm warnings (暴風警報);
- Accidents caused by disobeying warnings are not covered by CDW.

3.7 Fueling Errors

- Filling the wrong fuel type (gasoline/diesel) is not covered by CDW;
- The renter will bear the cost of tank cleaning, towing, and repair.



3. Additional Important Clauses

3.8 Replacement Vehicle Policy

- After an accident, the rental company is not obligated to provide a free replacement vehicle;
- If available, a new contract and fee will apply.

3.9 Automatic Doors and Sensors

- Do not force automatic doors, windows, or sensors manually;
- Damage caused by improper operation is not covered.

3.10 Cooperation and Accuracy of Information

- The renter must cooperate fully with the rental company, police, and insurer;
- Providing false or incomplete information voids CDW and may lead to legal action.

3.11 Tree Sap Damage (樹液被害 – Jyueki Higai)

- In Okinawa and other regions, certain trees release sticky sap that adheres strongly to car paint;
- Each droplet can take 1–3 minutes to remove, and vehicles may have thousands of spots;
- Cleaning and polishing costs are fully charged to the customer and not covered by CDW;
- Avoid parking under trees and report any sap to the rental office immediately.

3.12 Improper Use and Vehicle Neglect (泥汚れ・整備怠慢)

- The renter must maintain the car clean and in good condition throughout the rental period;
- Driving on unpaved, muddy, or farm roads constitutes gross negligence (重度過失);
- Returning a car covered in thick mud, dust, or salt deposits voids CDW coverage;
- The rental company will charge the full cost of deep cleaning, polishing, and any paint or plastic repairs caused by neglect.

4. Final Summary

The rental company reserves the right to deny CDW coverage when:

- There is negligence, serious traffic violation, or procedure breach;
- The renter provides false information, fails to report, or leaves the scene;
- The vehicle is misused or operated against rental company instructions.

Main Principle: 安全第一 – “Safety First”

The top priority is the safety and integrity of all parties.

Drive attentively, report all incidents promptly, and follow the rental company’s instructions at all times.