



Early Termination Coverage

Terms and Conditions SME

Article 1 – Definitions

Commencement Date

The date the relevant (individual) Vehicle is first delivered to the Employer or the Named Driver unless otherwise agreed in writing by the LeasePlan.

Employment contract

A permanent contract of employment issued by the Employer to the Named Driver. It does not include any time or project limited or self-employed contracts.

Dismissal

The formal notification of dismissal from employment of the Named Driver by the Employer.

Early Retirement

The Named Driver's voluntary formal notification or the Employer's decision to cease permanently any employment with the Employer at a retirement date earlier than the statutory retirement age.

Employer

Any legal person issuing an Employment Contract to the Named Driver. This definition includes any parent company, subsidiary or associated body of the Employer.

Exemption Period (of 12 months)

A period of 12 months during which no reimbursements will be made by LeasePlan under the Coverage pursuant to article 2, starting from:

- A. The Commencement date in case of a new vehicle ;
- B. The inception date of the Coverage in case the vehicle is already on the road (or used by the Named Driver).

Coverage

The cost of early termination charged by the leasing company (as a result of the early termination of the right of use of the relevant vehicle) pursuant to the terms and conditions of the leasing agreement (and the annex per vehicle).

Protection Period

The period starting the day after the expiry of the Exemption Period and ending on the Return Date of the relevant vehicle.

Premium

The amount the Employer must pay to LeasePlan by virtue of these terms and conditions with regard to the cover provided therein.

Named Driver

An employee of the Employer who has been declared as the Named Driver of the relevant vehicle by the Employer:

1. at the Commencement Date of the present agreement ; OR
2. In case of a change of driver during the Protection Period, the employee to whom the right of use of the relevant Vehicle has been granted by the Employer insofar this change of driver has been expressly communicated to LeasePlan.

Return Date

The date on which the right of use of the relevant vehicle ends and is due to be returned to the leasing company pursuant to the terms and conditions of the ceasing agreement (and the annex per vehicle).



Termination Date

The date, occurring before the Return Date, on which the right of use pertaining to the relevant vehicle is terminated as a result of an occurrence as described in article 2.

Territorial Limits

The contribution in the costs of early termination shall be valid for vehicles circulating within the geographical territory of Europe (as defined below) or such other territory as agreed in writing by LeasePlan during the Protection Period.

Europe:

For the purposes of these terms and conditions, Europe shall be defined as the countries who participate in the Agreement between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States, namely: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including the Faro Islands), Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein), United Kingdom (including the Channel Islands, Gibraltar and the Isle of Man).

Article 2 – Content of Coverage

2.1. - Eligibility

The Employer is eligible for this Coverage insofar the following conditions are all met:

- The Named Driver is a company car driver or an employee participating in an Employer backed "Cafeteria plan";
- The Named Driver is the permanent driver of the relevant vehicle.

2.2 - Coverage

Subject to the Exemption Period, LeasePlan shall pay the amount of the Coverage on behalf of the Employer, which would otherwise be payable to the Leasing Company, in the event of an early termination of the right of use of the relevant vehicle in accordance with the definition of Termination Date, provided that such early termination is caused **directly** by one of the following events:

A – The bankruptcy of the Employer;

B - Dismissal of the Named Driver by the Employer;

C - Any of the following events :

- i) The Named Driver's is not entitled to drive the vehicle permanently or for more than 6 months for medical reasons or the Named Driver's driving licence is being withdrawn permanently or for more than 6 months by the judge for medical reasons; OR
- ii) Death of the Named Driver;

provided (for all the abovementioned events) that the early termination of the right of use is a direct result of any of the above events and the vehicle is returned to the leasing company.

For the avoidance of doubt, LeasePlan shall not be liable for payment of any amount in relation to any charge or cost other than those comprised in the present agreement.



2.3 Contractual compensation

For any early termination covered by the terms of coverage, the Employer will bear a portion of the costs, known as contractual compensation. The amount of this contractual compensation is € 500 and will be invoiced to the Employer per discontinued vehicle.

Article 3 – Conditions

1. Indemnification is limited to a maximum claim of €10,000 per vehicle concerned.
2. LeasePlan will only grant intervention as described in this agreement if the beneficiary meets all the conditions described in the present agreement.
3. In the event of an occurrence likely to give rise to a claim under the present agreements, the Employer must:
 - give notice LeasePlan within 30 days as from awareness of occurrence of the event;
 - use due diligence to minimise the loss and avoid further loss;
 - provide LeasePlan with all information and assistance that is required in the settlement of the claim;
 - provide documentary evidence to demonstrate that the conditions of coverage have been met:
 - A. in case of bankruptcy:
 - copy of bankruptcy verdict;
 - B. in case of Dismissal of the Named Driver by the Employer:
 - evidence of dismissal by the Employer ;
 - copy of employment certificate ;
 - C. in case the Named Driver is no longer able to drive the vehicle concerned as a result of a medical reason:
 - the medical certificate demonstrating that the Named Driver is no longer allowed to drive the vehicle concerned for a period of more than 6 months or definitely;
 - judgment of the court demonstrating that the driving license of the Named Driver is withdrawn for more than 6 months or is permanently withdrawn due to a medical reason;
 - D. in case of death:
 - an extract of the death certificate as drawn up by the municipal administration of the municipality where the Named Driver died.
4. In the event that the Employer presented inaccurate statements, LeasePlan would in such circumstances have the right to retain any Premiums already paid. The Employer is obliged to cooperate with LeasePlan prior to the acceptance or application of the Premium or Terms and Conditions by the latter and at any time during the Protection Period and is obliged to obtain accurate information to ensure that all information disclosed to LeasePlan is factual and correct.
5. The Coverage provided under the present agreement is valid, for any relevant vehicle, as from the period starting on the day after the expiry of the Exemption Period and ending on the Return Date of the relevant vehicle.

Article 4 - Exclusions

The present agreement does not cover the following events or occurrences

1. Any excess mileage charge or reconditioning cost;



2. Any maintenance charge. For the avoidance of doubt the maintenance charge is not included in the Premium calculation and, therefore, will not be taken in to account in any claim calculation;
3. Any VAT element arising out of the leasing agreement ;
4. In case of an electric vehicle: costs included in the lease agreement (and more specifically in the monthly rental price) with regard to the charging station and its installation at the Named Driver's place;
5. Any Dismissal or other events as described in article 2.2. occurring during the Exemption Period;
6. Any decrease of value of the vehicle following damage repair ;
7. Transfer of the Named Driver's place of work to a location outside the Territorial Limits of the Coverage;
8. If the Named Driver's driving licence is revoked or suspended for traffic convictions;
9. The Named Driver's employment or salary ceasing as a result of a criminal act;
10. Any loss or damage or liability covered by any other protection except in respect of any excess amount beyond the limit of that protection, provided that such amount would otherwise be paid under the present Coverage;
11. Any amounts due under the leasing agreement (and the annex per relevant vehicle) as a result of delays caused by the Named Driver or the Employer;
 - in providing required documentation; or
 - in reaching any settlement agreement;
12. Any loss as a result of:
 - any occurrence which renders the Vehicle un-roadworthy;
 - any act of Terrorism;
13. Any loss occurring outside the Territorial Limits of the present agreement;
14. Pool cars without dedicated Named Driver.
15. Any Named Driver who has a self-employed contract;
16. Any case of Early Retirement of a Named Driver.
17. Any abnormal damage to the vehicle (the so-called "Fair Wear and Tear" standard) that is determined at the end of the right of use, on the Return Date.
18. Dismissal for economic reasons, whether or not in the context of a collective dismissal.